Memorandum

MIAMI-DADE COUNTY

Date: March 5, 2013

Agenda Item No. 8(A)(6)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Award Recommendation for the Operations & Maintenance Agreement of the Common Use Terminal Equipment/Common Use Passenger Processing System for the Miami-Dade Aviation Department, to SITA Information Networking Computing USA, Inc., Project No. I113C

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board): (i) waive competitive bid procedures pursuant to Miami-Dade County Code Section 2-8.1 and Section 5.03D of the Home Rule Charter; (ii) approve the award of an Operations & Maintenance (O&M) Agreement for the Common Use Terminal Equipment/Common Use Passenger Processing System (CUTE/CUPPS) for the Miami-Dade Aviation Department (MDAD) to SITA Information Networking Computing USA, Inc. (SITA), for a term of seven (7) years in the amount of $33,790,455.58; and iii) authorize the County Mayor or the Mayor's designee to execute the Agreement substantially in the form attached hereto.

SCOPE

The impact of this item is countywide as it relates to Miami International Airport (MIA), the General Aviation Airports, PortMiami and Miami-area hotels.

DELEGATED AUTHORITY

In accordance with Miami-Dade County Code Section 2-8.3 relating to identifying delegation of Board authority contained within the subject Agreement, the Aviation Director or designee has the authority to terminate the Agreement.

FISCAL IMPACT/FUNDING SOURCE

The amount of the Agreement is $33,790,455.58, including the Inspector General (IG) audit account. The Agreement keeps pricing static for seven (7) years. The source of funding is the MDAD Information Systems operating budget.

TRACK RECORD/MONITOR

The track record for SITA has been satisfactory according to MDAD Information Systems and Telecommunications Division Director Maurice Jenkins, who will monitor the Agreement.

DUE DILIGENCE

Pursuant to Resolution R-187-12, due diligence was conducted to determine the responsibility of SITA, including verifying corporate status and any performance or compliance issues. The lists reviewed included: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to responsibility for SITA.

BACKGROUND

The procurement of the Common Use Terminal Equipment (CUTE) for MIA was initially solicited in 2002 through an Invitation to Bid and the Agreement (I113A) was awarded to the lowest responsive, responsible bidder, SITA Information Networking Computing USA, Inc. Upon the expiration of that

agreement, due to the proprietary nature of the software, SITA was awarded in 2008 a subsequent agreement in order to continue providing O&M services for CUTE. CUTE is exclusively licensed and provided by SITA.

CUTE/CUPPS is a state-of-the-art system that unifies the gates and ticketing positions into common-use airport resources. This advanced technology enabled MIA to operate under a new model that discontinued the traditional proprietary airport/tenant operating systems in favor of a 100%-shared systems environment. This automated and integrated system increases operational capacity by allowing the airline and terminal management staffs to more effectively manage available resources. This system helps MIA maximize facility utilization by adding flexibility and sharing resources, which allows the check–in counters and terminal gates to be completely universal in their function.

The CUTE System ensures stable and reliable operations within the airport by integrating several mission-critical systems, including the airline's reservation and departure systems. It includes numerous integrated components such as CUSS (Common Use Self-Service) kiosks, Maestro (local departure control system) and BagMessage (baggage sortation messaging system).

CUTE is part of MIA's total airport management system and is integrated with the following core systems: PROPworks – Our Financial System, North Terminal Baggage Handling System and the South Terminal Baggage Handling System. Replication of these interfaces would be complex and costly at this time as a significant amount of useful life and functionality remains with the system.

MDAD formed a committee to negotiate an extension for the Agreement. The committee was comprised of MDAD staff and the Miami Airport Affairs Committee (MAAC) who represented the airport and airlines in the negotiation process.

The Contract negotiations with SITA yielded the following benefits for the County:

1. A Mutual Aid Pact between Orlando, Miami and Bermuda for weather-related emergencies;
2. Increased Small Business Enterprise (SBE) commitment from 8% on the current agreement to 12% on the proposed Agreement;
3. SITA is the only vendor today which is Payment Card Industry Data Security Standard (PCI DSS) approved for airports;
4. SITA was chosen by the MAAC as the best supplier, best price and best terms per MAAC leadership via AvAirPros; and
5. All SITA products and solutions meet the International Air Transport Association's (IATA) standards, keeping MIA at the leading edge of airline applications and customer satisfaction.

The proposed Agreement will provide MDAD with sufficient time to fully leverage the useful life of the existing system, ensure compatibility and operability, and save millions of dollars in procurement, installation and re-engineering expenses. This vehicle will also ensure that MIA is kept at optimum operational capability for both external and internal customers.

Importantly, this contract term extension will allow MDAD to develop new strategies for potential replacement of CUTE and/or some of its functional components by aligning the new CUTE/CUPPS contract term with those of other contracts for mission-critical systems. MDAD can then re-scope the contract to relieve dependency on a single vendor, and maximize the value of the investment in the existing system while facilitating multiple procurement strategies that are possible when paired with other mission-critical systems.

PROJECT:	Operations and Maintenance of the Common Use Terminal Equipment/Common Use Passenger Processing System for MDAD
PROJECT LOCATION:	Miami International Airport, the General Aviation Airports, PortMiami and Miami-area hotels
COMPANY NAME:	SITA Information Networking Computing USA, Inc. (SITA)
COMPANY PRINCIPALS:	James Peters, Colm O'Higgins, David Greaves, Alain Brodeur
GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN:	SITA NV., Heathrowstraat 10, 1043 CH Amsterdam, The Netherlands (100%)
LOCATION OF COMPANY:	3100 Cumberland Blvd., Suite 200, Atlanta, GA
YEARS IN BUSINESS:	14 years
PREVIOUS AGREEMENTS WITH THE COUNTY:	Existing agreement totaling $17,842.819.63; initial agreement totaling $15,498,645.84
TERM OF AGREEMENT:	Seven (7) years
OPTION(S) TO RENEW:	None
AMOUNT OF AGREEMENT:	$33,790,455.58, including General Allowance Account (10%), IG Audit Account, as follows:

Seven year O & M:	$30,641,991.00
General Allowance Account:	3,064,199.10
IG Audit Account:	84,265.48

CONTRACT MEASURES:	12% SBE Goal
SBE SUBCONTRACTORS:	TNR – 6% ($1,838,519.46) IMAAS Consolidated, Inc. d/b/d Konvergence - 6% ($1,838,519.46)
INSPECTOR GENERAL:	Provisions for Inspector General and Independent Private-Sector Inspector General are included in the Agreement
USER DEPARTMENT:	Miami-Dade Aviation Department

Jack Osterholt, Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 5, 2013

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

SUBJECT: Agenda Item No. 8(A)(6)

Please note any items checked.

_____ **"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**

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

_____ **No committee review**

✓ **Applicable legislation requires more than a majority vote (i.e., 2/3's ✓, 3/5's ____, unanimous _____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(A)(6)

3-5-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AWARD OF MIAMI-DADE COUNTY PROJECT NO. I113C AGREEMENT FOR THE COMMON USE TERMINAL EQUIPMENT/COMMON USE PASSENGER PROCESSING SYSTEM OPERATIONS AND MAINTENANCE AGREEMENT FOR THE MIAMI-DADE AVIATION DEPARTMENT, IN THE AMOUNT OF $33,790,455.58 FOR A TERM OF SEVEN (7) YEARS TO SITA INFORMATION NETWORKING COMPUTING USA, INC., FINDING A WAIVER OF COMPETITIVE BIDS TO BE IN THE BEST INTERESTS OF MIAMI-DADE COUNTY; WAIVING THE REQUIREMENTS OF 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY; BY TWO-THIRDS VOTE OF THE MEMBERS PRESENT, WAIVING THE REQUIREMENTS OF SECTION 5.03(D) OF THE HOME RULE CHARTER; AND AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE SAME AND TO EXERCISE TERMINATION PROVISIONS THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby, pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the Code, (i) waives competitive bidding by vote of two-thirds of the members of the County Commission present, (ii) finds such waiver to be in the best interests of Miami-Dade County and (iii) awards to SITA Information Networking Computing USA, Inc., the Agreement for Miami-Dade County Project No. I113C, relating to the operations and maintenance of the Common Use Terminal Equipment/Common Use Passenger Processing System for the Miami-Dade Aviation Department, in the amount of $33,790,455.58, and for a term of seven (7) years, in substantially the form attached hereto and made a part hereof, and authorizes County Mayor or Mayor's

designee to execute same and to exercise the rights and privileges contained therein, including the termination provisions thereof, on behalf of Miami-Dade County.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of March, 2013. 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 M. Murray

NON-EXCLUSIVE AGREEMENT FOR THE COMMON USE TERMINAL EQUIPMENT/COMMON USE PASSENGER PROCESSING SYSTEM OPERATIONS AND MAINTENANCE FOR MIAMI-DADE AVIATION DEPARTMENT PROJECT NO. I113C

THIS NON-EXCLUSIVE AGREEMENT, made and entered into as of the _____day of _____, 20_____ by and

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

Contractor:

SITA Information Networking Computing USA, Inc.
3100 Cumberland Blvd., Suite 200
Atlanta, GA 30339

authorized to do business in the State of Florida; which term shall include its officers, partners, employees, successors, legal representatives, and assigns.

Description of the Project:

The County, as represented by the Miami-Dade Aviation Department (MDAD), has engaged Contractor to operate and maintain the Common Use Terminal Equipment/Common Use Passenger Processing System Operations and Maintenance (CUTE/CUPPS O&M) at Miami International Airport, the General Aviation Airports, the Port of Miami, and Miami area hotels and other areas as deemed necessary.

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EXHIBITS:

Exhibit A:	CUTE/CUPPS Technical Specifications
Exhibit B:	Schedule of Pricing
Exhibit C	Small Business Enterprise (SBE) Implementing Order 3-41 and SBE documents – Schedules of Intent; Agreements with EMS and IMAAS Consolidated, Inc., d/b/a Konvergence
Exhibit D	Subcontractor Payment Report
Exhibit E	Executed Affidavits

NON-EXCLUSIVE AGREEMENT FOR THECOMMON USE TERMINAL EQUIPMENT/COMMON USE PASSENGER PROCESSING SYSTEM OPERATIONS AND MAINTENANCE FOR MIAMI-DADE AVIATION DEPARTMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2013, by and between Miami-Dade County, Florida (the "County"), a political subdivision of the State of Florida and **SITA Information Networking Computing USA, Inc.** ("Contractor"), a Delaware corporation authorized to do business in the State of Florida.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the covenants herein contained, the parties hereto agree as follows:

WHEREAS, the County owns Miami International Airport (MIA), and operates the Airport through the Miami-Dade Aviation Department.

WHEREAS, the Department, desires to engage a Contractor to ensure the continuing operation and maintenance of the Common Use Terminal Equipment/Common Use Passenger Processing System (CUTE/CUPPS) at Miami International Airport. the General Aviation Airports, the Port of Miami, Miami area hotels and other areas as deemed necessary.

NOW, THEREFORE, in consideration of the premises, agreement, and the mutual covenants herein contained, the parties agree as follows:

DEFINITIONS

- **AGREEMENT:** The Agreement and all attachments hereto and a part hereof entered into by the County and the Contractor, including all of its terms and conditions, attachments, exhibits, and amendments.

- **ALLOWANCE ACCOUNT(S):** Account(s) in which stated dollar amount(s) are included in the Agreement for the purpose of funding portions of the Work which are unforeseeable at the time of execution of the Agreement, for adjustments of quantities, for unit price work items or for special work deemed desirable by the County to be incorporated into the Agreement. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the County.

- **AMENDMENT:** A written modification to this Agreement executed by Contractor and the County covering changes, additions, or reductions in the terms and conditions of this Agreement.

- **CODE:** The Code of Miami-Dade County, Florida.

- **COUNTY:** Miami-Dade County owns the Miami International Airport (MIA) and operates the Airport through the Miami-Dade Aviation Department.

- **DAYS:** Calendar days.

- **DEPARTMENT:** Miami-Dade Aviation Department ("MDAD"), which is a department of Miami-Dade County and represented by and acting through its Director or his/her designee(s).

- **DIRECTOR:** The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.

- **DOCUMENTATION:** Is defined as all records, procedures, schematics, diagrams, and manufacturer and Contractor's manuals customized or created specifically for the County.

- **EFFECTIVE DATE:** The date that appears in the first paragraph of the Agreement.

- **FISCAL YEAR:** The period of time which commences on October 1st of a particular year and concludes on September 30th, of the ensuing year.

- **MAINTAIN:** Preventive maintenance, repair or replacement, as deemed appropriate in Contractor's reasonable business judgment, of any installed equipment with the understanding that the Contractor will provide the labor and the County will supply the equipment.

- **NOTICE TO PROCEED:** A written notice to proceed issued by the Project Manager authorizing Contractor to proceed with the work described in this Agreement.

- **CONTRACTOR:** An independent firm, company, joint venture, corporation, partnership, or individual approved to oversee the operations of the CUTE/CUPPS.

- **PROJECT MANAGER:** The person designated by the Department to administer the terms and conditions of this Agreement documents on behalf of the County.

- **SERVICES:** Those services that Contractor shall perform in accordance with the terms and conditions of this Agreement as directed and authorized in writing by the County.
- **WORK ORDER**: A written order, authorized by the Director or designee, directing the Contractor to perform work under a specific Allowance Account, directing the Contractor to perform a change in the work that does not have a monetary impact, including but not limited to, extending the contract time without increasing the maximum contract amount.

ARTICLE 1
Term

1.01 Term:

The County hereby engages Contractor and Contractor hereby shall perform the work described in Exhibit A, "CUTE/CUPPS Technical Specifications", and agrees to operate and maintain the CUTE/CUPPS for a term of seven (7) years (the "Term"). The Term of this Agreement commences on the date shown on the Notice to Proceed.

ARTICLE 2
Scope of Services

2.01 Services:

A. Contractor shall provide all services listed in the Technical Specifications attached as Exhibit A, as well as all appurtenant work, or work necessary to accomplish same.

B. The Contractor may be required, at the direction of the Department, to perform Additional or Extra work. This work will be funded from the General Allowance Account in this Agreement. Contractor will diligently, upon written direction of the Department, perform such work in accordance with the requirements of this Agreement.

ARTICLE 3
Accounting Records and Audit Provisions

3.01 Accounting Records and Audit Provisions:

The Department and the auditors of the County (internal and external) shall have the right, without limitation, at anytime, to audit, check, inspect and review all operating procedures of Contractor hereunder and all books of account, records, financial reports, financial statements, operating statements, inventory records, copies of Federal income and State sales tax returns, work papers and supporting documents relating to operations of Contractor hereunder, and other pertinent information as may be determined to be needed or desirable by the Department.

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) calendar days of notice of the audit results to the Contractor.

ARTICLE 4
Allowance Accounts

4.01 Allowance Accounts

Certain portions of work which may be required to be performed by the Contractor under this Agreement are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Agreement as a specific line item(s) entitled General Allowance Account.

General Allowance Account

The General Allowance Account shall be used to reimburse the Contractor for the actual costs for furnishing all labor, materials, equipment and services necessary for modifications or Extra Work required to complete the Project because of unforeseeable conditions; or for making adjustments to quantities specified in the Technical Specifications to conform to actual quantities installed resulting from changes in the Work.

These values, if any, included in the Total Agreement Amount, are not chargeable against the Total Agreement Amount unless and until the Contractor is directed to perform work contemplated in the Allowance Account(s) by a written Work Order(s) issued by the County. Any unused monies in any allowance account shall remain property of the County.

At such time as work is to be performed under the Allowance Account(s), if any, the work shall be integrated into the Agreement as a part of the Contract as awarded.

The Work Order for the required work will be issued by the County upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the County. Pricing shall be in accordance with the requirements for the Technical Specifications related to Additional or Extra Work.

No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by amending the Agreement. No Work Order issued may modify the terms, conditions, or covenants of this Agreement unless subsequently approved by the Board of County Commissioners.

At Agreement closeout, the Agreement amount shall be decreased to reflect unexpended amounts under the Allowance Account.

ARTICLE 5
Not Used

ARTICLE 6
Compensation to Contractor

6.01 Compensation to Contractor:

The County shall pay to Contractor as consideration for operating and maintaining the CUTE/CUPPS and providing the services required herein, for the price as provided in Exhibit B, Schedule of Pricing.

A. For the Term of the Agreement, the monthly payment shall be the seven (7) year amount as provided in Exhibit B divided by eighty-four (84). The monthly payment shall be deemed to include all work required to operate and maintain the CUTE/CUPPS as specified in Exhibit A during each such month for the Term of the Agreement.

B. Compensation to the Contractor for any Additional or Extra work shall be made in conformance with these contract documents. The Contractor will be compensated for actual costs incurred in the performance of the Additional or Extra work, plus mark-up at the contractually stipulated rates.

C. In accordance with Miami-Dade County Code Section 2-8.8, as a condition of final payment under this Agreement, the Contractor shall identify all subconsultants/subcontractors used for the Services, the amount of each subcontract, and the amount paid and to be paid to each subconsultant/subcontractor. (Refer to Exhibit D).

ARTICLE 7
Personnel

7.01 Restricted Area Access – Identification Badges:

Contractor shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the Airport as a part of their regularly assigned duties, and shall return the identification badges of all personnel transferred or terminated from the employ of Contractor or Airport assignment and upon termination of this Agreement. Contractor shall promptly report to the Department the names of all persons who were employed by Contractor from whom they were unable to obtain the return of Department issued identification badges. In the event that an identification badge is not returned because of a failure by Contractor, Contractor shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require Contractor to conduct background investigations, criminal history checks

and to furnish certain data on such employees before the issuance of such identification badges, to include the fingerprinting of employee applicants for such badges.

7.02 AOA – Right to Search:

It is understood that the Department has a strong interest in maintaining good Airport security and intends to implement increased security measures for companies having access to the Air Operations Area ("AOA") of the Airport. Contractor agrees that its vehicles, cargo, goods and other personal property are subject to being searched when entering or leaving the AOA. Contractor further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his/her regular duties, to enter the AOA unless and until such employee has executed a written consent to search form acceptable to the Department. Persons not executing such consent to search form shall not be employed by Contractor pursuant to this Agreement.

It is further agreed that the Department has the right to prohibit an individual, agent or employee of Contractor from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before a designated Contractor representative of the Department within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial. Persons denied such access shall not be employed by Contractor hereunder.

Contractor acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities.

7.03 AOA – Driver Training:

Before Contractor shall permit any employee to operate a motor vehicle on the AOA, Contractor shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

7.04 Federal Agencies Right to Consent:

Contractor understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by Contractor on the Airport.

7.05 Relationship of Parties:

Officers, agents, and employees of Contractor shall not be deemed to be employees of the County for any purpose whatsoever.

7.06 Employment Eligibility Verification (E-Verify):

Contractor is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for Contractor under this Agreement. Contractor shall incorporate this requirement into all of its subcontracts as well.

7.07 Alcohol and Drug Testing:

Contractor acknowledges that the County has the obligation to establish a drug free workplace, and to establish policies and programs to ensure Airport safety and security. Contractor acknowledges that the Department has the right to require users of the Airport, including but not limited to lessees, permitees, licensees, and management companies, to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, Contractor shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening, based upon reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol or drugs. Further, to the extent permitted by law, Contractor shall establish a program for the random alcohol and drug screening of all employees who are authorized, pursuant to this Agreement, to operate any type or kind of vehicle on the airfield operations area ("AOA"). Contractor shall make good faith efforts to negotiate amendments to any existing Agreement(s), which may serve as a bar to Contractor's implementation of its obligations hereunder. Notwithstanding the above, Contractor specifically acknowledges that the Department has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person whom it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

7.08 Employee Training:

Operator shall, on an ongoing basis, provide effective customer service training programs for all personnel having public contact.

7.09 Use of Public Facilities:

Contractor acknowledges and agrees that the County has provided certain facilities, such as, but not limited to, seating areas, holdrooms and restrooms in the Terminal Building, public parking and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Airport tenants and commercial users. Contractor shall not permit its employees to use the public areas provided by the County for use by the traveling public, except those employees normally required to be in contact with the traveling public, those providing passenger services and those doing so as part of regular assigned duties.

7.10 Employee Covenants Violations:

In the event Contractor violates the covenants in Sub-Article 7.09 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to (i) confiscate the employee's Airport identification, (ii) require Contractor to terminate from employment at the Airport those employees who have individually violated the covenants of Sub-Article 7.09, and (iii) take action pursuant to Article 18 thereof.

7.11 Other Business Activity:

Contractor and its employees shall conduct no other business activity within the facilities of the Airport, except as specifically authorized herein.

7.12 First Source Hiring Referral Program:

Pursuant to Section 2-21 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB") (the designated Referral Agency) of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three (3) to five (5) days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://apps.southfloridaworkforce.com/firstsource/ or by contacting the SFWIB at (305) 594-7615, Extension 407.

ARTICLE 8
Duties and Obligations of Contractor

8.01 Injury or Damage:

In the event of any injury to any person or loss or damage to any property in the facilities, Contractor shall immediately notify the Department and promptly furnish copies of relevant reports in connection therewith. Contractor shall indemnify and defend the County against any claims arising out of any injury or damage, in conformance with the provisions of this Agreement.

8.02 Complaints:

Contractor shall respond promptly and courteously to all complaints received and shall provide the Department with copies of all written complaints and Contractor's response thereto. Partial or full refunds, in response to complaints, shall only be made in accordance with Department approved policies and procedures.

8.03 Contracts/Agreements:

Any and all contracts or agreements to be entered into by Contractor solely to support operations, hereunder shall be approved in advance by the Department and shall contain a provision that any such contracts or agreements shall be assignable, upon notice from the Department, to the County or to another party as designated by the Department.

ARTICLE 9
Rights Reserved to the County

9.01 Rights Reserved to County:

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

9.02 Rights of County at Airport:

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport, inclusive of the facilities covered under this Agreement. The County shall, in the exercise of such right, be free from any, and all liability to Contractor for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole active negligence of the County, its employees, or agents. Nothing herein shall obligate or mandate that the County utilize Contractor to perform work related to the facilities.

9.03 Rights to be Exercised by Department:

Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

9.04 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 Contractor or its operations.

9.05 Other County Rights:

Contractor shall be liable for any physical damage caused to the facilities by Contractor, its employees, agents, contractors, subcontractors, vendors, or suppliers. The liability shall encompass: (i) Contractor's repair of the facilities, or if the facilities cannot be repaired, payment to the County of the fair market value replacement cost of the facilities;

and (ii) any other such damages to the County or the Airport arising from the physical damage caused by Contractor. The County may also initiate an action for specific performance, injunctive relief, or any other cause(s) of action pursuant to applicable law.

ARTICLE 10
Maintenance by Contractor

10.01 Cleaning of Facilities:

Contractor shall maintain and keep the office and administrative locations clean at all times. If the respective office and administrative locations are not properly maintained and kept clean, in the opinion of the Department, Contractor will be so advised and shall take immediate corrective action.

10.02 Repair of Damage:

Contractor shall repair all damage to the facilities, office and administrative locations caused by Contractor, its employees, agents, independent contractors or patrons. The Department may, at its option, choose to do the work with its own forces or by contract or to require Contractor to perform or contract the work, as per Sub-article 10.04 below.

10.03 Garbage and Trash Disposal:

Contractor shall remove from the facilities, office and administrative locations all garbage, trash and refuse of any nature whatsoever which might accumulate and arise from any operations hereunder. Such garbage, trash refuse shall be stored and disposed of only in the manner approved by the Department.

10.04 Extraordinary Maintenance:

Contractor shall consult with the Department before undertaking any maintenance work. The Department may, at its option, choose to have the work done by its own forces or by contract or to require Contractor to perform or contract the work.

10.05 Alterations and Signs:

Contractor shall not alter the facilities in any way whatsoever, erect any signs nor permit any advertising of any nature without prior written approval from the Department.

ARTICLE 11
Damage or Destruction to Facilities

If the facilities or a substantial portion thereof are rendered, unfit, or unusable for the use and purpose for which this Agreement is granted, without fault on the part of Contractor, its

employees, agents, or independent contractors, either party shall have the option, without liability to the other party, upon five (5) days notice in writing, to terminate this Agreement.

ARTICLE 12
No Assignment, Subletting or Sale of Controlling Interest

12.01 No Assignment:

Contractor shall neither assign, transfer, pledge, or otherwise encumber this Agreement, nor allow others to use the facilities, without the prior written consent of the Department.

12.02 Ownership Structure of Contractor:

Contractor shall take no actions which shall serve to transfer or sell majority ownership, or change the Contractor or control of the business entity of Contractor without the prior written consent of the Department.

12.03 Change of Control:

If Contractor is a corporation, the issuance or sale, transfer or other disposition of a sufficient number of shares of stock in Contractor which results in a change of control Contractor, shall be deemed an assignment of this Agreement for purposes of this Article 12. If Contractor is a partnership, transfer of any interest in the partnership, which results in a change in control of Contractor, shall be deemed an assignment of this Agreement for purposes of this Article 12.

12.04 Authority:

If Contractor signs as a corporation, a limited liability company, or a partnership, each of the persons executing this Agreement on behalf Contractor does hereby covenant and warrant that (i) Contractor is a duly authorized and existing entity, (ii) Contractor has and is duly qualified to do business in State of Florida, (iii) Contractor has full right and authority to enter into this Agreement, and (iv) each and all of the persons signing on behalf of Contractor are authorized to do so. Upon the Department's request, Contractor shall provide the Department evidence reasonably satisfactory to the Department confirming the foregoing representations and warranties.

ARTICLE 13
Not Used

ARTICLE 14
Indemnification

The Contractor shall defend, indemnify, and save harmless the County, the Consulting Engineers, the Project Manager, the Lessee of the premises, and their officers (elected or otherwise), employees, and agents (collectively "Indemnitees"), from any and all claims, demands, liability, losses, expenses and causes of actions, arising from personal injury

(including death), property damage (including loss of use thereof), economic loss, or any other loss or damage, due in any manner to the negligence, act, or failure to act of the Contractor or its contractors, Subcontractors, sub-Subcontractors, materialmen or agents of any tier or their respective employees arising out of or relating to the performance of the Work covered by this Contract except as expressly limited herein. The Contractor shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the County, when applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon; provided however, that the Contractor's obligation to indemnify or hold harmless the Indemnitees for damages to persons or property caused in whole or in part by any act, omission, or default of any Indemnitee arising from the contract or its performance shall be limited to the greater of $1 million or the Contract Amount. Further, this indemnification requirement shall not be construed to require the Contractor to indemnify any of the above-listed Indemnitees to the extent of such indemnities' own gross negligence, or willful, wanton, or intentional misconduct of the Indemnitee or its officers, directors, agents, or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused in whole or in part by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, Subcontractors, sub-Subcontractors, materialmen, or agents of any tier or their respective employees. This indemnification provision is in addition to and cumulative with any other right of indemnification or contribution which any Indemnitee may have in law, equity, or otherwise.

ARTICLE 15
Insurance

15.01 Insurance Required:

Within twenty (20) calendar days of the Effective Date of this Agreement, Contractor shall obtain all insurance required under this Article and submit it for approval to:

Miami-Dade Aviation Department
c/o Risk Management
P.O. Box 025504
Miami, Florida 33102-5504

All insurance shall be maintained throughout the term of the Agreement and any extensions thereof.

The limits for each type of insurance may be revised upon MDAD Risk Management's review and approval of the Contractor's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the Department determines that such coverage is necessary or desirable. Also note: The Department will not accept self-insurance.

Certificate(s) of insurance from Contractor must show coverage has been obtained that meets the requirements as outlined below during the provision of Services at the facilities:

A. Workers' Compensation as required by Chapter 440, Florida Statutes.

B. Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, Board Form Property Damage and Products and Completed

Operations in an amount not less than $1,000,000 per occurrence for Bodily Injury and Property Damage combined. This policy shall include Miami-Dade County as an additional insured with respect to this coverage.

The Commercial General Liability Insurance coverage shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performances of this Agreement.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than $500,000* per occurrence for bodily injury and property damage combined.

*Under no circumstances is Contractor allowed on the Airside Operation Area (AOA) without increasing automobile coverage to $5,000,000 as approved by the MDAD Risk Management Office.

15.02 Certificates of Insurance:

Contractor shall furnish certificates of insurance to the MDAD Risk Management prior to commencing any operations under this Agreement, which certificates shall clearly indicate:

A. the Contractor has obtained insurance in the type, amount and classifications as required for strict compliance with this Article;

B. the County is named as an additional insured; and

C. no material change or cancellation of said insurance shall be effective without thirty (30) days prior written notice to the County. The County reserves the right to require Contractor to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to Contractor.

15.03 Certificates of Renewal:

Contractor shall furnish certificates evidencing renewal or replacement of required insurance coverage, thirty (30) days prior to expiration or cancellation. The Department reserves the right to reasonably amend the insurance requirements or to assume direct responsibility for carrying all or any of the required insurance coverage by the issuance of notice in writing to Contractor. In the event the Department exercises its right to assume direct responsibility for any of the required insurance coverage, Contractor shall be named as an additional insured, where applicable provided the Department does not self-insure. Compliance with the foregoing requirements shall not relieve Contractor of its liability and obligation under any other portion of this Agreement.

15.04 Certificates of Continuity:

Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Article 15, "Insurance" remain in force for the duration of the Agreement, including any and all Extensions, if applicable. If insurance certificates are scheduled to expire during the Agreement period, Contractor, shall be responsible for

submitting new or renewed insurance certificates to the MDAD Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

15.05 Insurance Company Rating Requirements

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 financial strength, and no less than "Class VII" as to financial size, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, or its equivalent, subject to the approval of the MDAD's Risk Management Office.

Certificates will show that no modification or change in insurance shall be made without thirty (30) calendar days written advance notice to the certificate holder.

15.06 Cancellation of Insurance:

Cancellation of any insurance or non-payment of any premiums for any insurance policies required by this Agreement shall constitute a breach of this Agreement.

15.07 Other Insurance Indemnification:

Contractor represents and warrants that any insurance protection required by this Agreement or otherwise provided by its contractors and subcontractors shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, consultants, agents and instrumentalities as herein provided.

15.08 Contractor Liable:

Compliance with the requirements of this Article 15 "Insurance" shall not relieve Contractor from its liability under any other portion of this Agreement.

15.09 Right to Examine:

The Department reserves the right, and upon reasonable notice, to examine the original policies of insurance (including, but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. Contractor agrees to permit such inspection at the offices of the Department. In addition, upon request (but no later than five (5) days from the date of request, unless such longer period is agreed to by the Department) Contractor agrees to provide copies to the Department, at Contractor's sole cost and expense.

15.10 Personal Property:

Any personal property of Contractor, or of others, placed in the facilities shall be at the sole risk of Contractor or the owners thereof, and the Contractor shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

15.11 Survival of Provisions:

The provisions of this Article 15, "Insurance" shall survive the expiration or earlier termination of this Agreement.

ARTICLE 16
Trademarks and Licenses

The County may, from time to time, permit Contractor 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, logs 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 Contractor and the Department, on behalf of the County, granting 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. The County may likewise license from Contractor the use of certain trademarks which Contractor has previously created, without a requirement for the payment of any additional fees or compensation to Contractor for such license. Failure of the parties to execute a formal license agreement shall not vest neither title nor interest in such patent, copyright, trademark, trade name, logo, computer software or intellectual property shall vest in the using party.

A. The Contractor warrants all deliverables furnished hereunder, including but not limited to: Equipment, programs, Documentation, Software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

B. The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trademarks, trade secrets or any other third party proprietary rights, by the use or supplying of any of the Contractor's or Contractor Subcontractor's provided programs, Documentation, Software, analyses, applications, methods, ways, processes, and the like, used in the course of performance or completion of, or in any way connected with, the Work or the County's continued use of the deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

C. In the event any deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to use its best efforts to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or at Contractor's sole option (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

D. The Contractor shall not knowingly infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Services.

ARTICLE 17
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, acts of God, work stoppages or slowdowns, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, provided however, this clause (i) does not apply to such actions related to employees, temporaries, contractors, subcontractors or suppliers of Contractor; 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 Security Administration ("TSA"), Environmental Protection Agency ("EPA"), civil and defense authorities, war (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage.

ARTICLE 18
Cancellation or Termination of Agreement

18.01 Cancellation by the County

18.1.01 The County may at its option and discretion cancel the Agreement at any time without any default on the part of the Contractor by giving a written Notice of Cancellation to the Contractor at least ten (10) days prior to the effective date of such cancellation.

18.1.02 In the event of cancellation by the County, the County shall pay the Contractor for all labor performed, all materials and equipment furnished by the Contractor and its Sub-contractors, materialmen and suppliers and manufacturers of equipment less all partial payments made on account prior to the date of cancellation as determined by the Project Manager. The Contractor will be paid for:

A. The final value of all work completed under the Agreement, based upon the approved Schedule of Pricing (Exhibit B),

B. The final value of all materials and equipment delivered to but not incorporated into the work and properly stored on the site,

C. The final value of all bonafide irrevocable orders for materials and equipment not delivered to the construction site as of the date of cancellation. Such materials and equipment must be delivered to the County to a site or location designated by the County prior to release of payment for such materials and equipment.

D. No claims for loss of anticipated profits or for any other reason in connection with the cancellation of the Agreement shall be considered.

18.1.03 In the event of cancellation under this Article, the Contractor shall not be entitled to any anticipated profits for any work not performed due to such cancellation.

18.1.04 In the event of cancellation under this Article, the County does not waive or void any credits otherwise due County at the time of cancellation, including liquidated damages, and back charges for defective or deficient work.

18.1.05 Upon cancellation as above, the Project Manager shall prepare a certificate for Final Payment to the Contractor.

18.02 Termination by Default of Contractor

18.2.01 The Agreement may be terminated by the County for failure of the Contractor to comply with any requirements of the Agreement including but not limited to:

A. Failure to begin the work under the Agreement within the time specified in the "Notice to Proceed", or

B. Failure to perform the work or failure to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Agreement, or

C. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, after written directions from the Project Manager, or

D. Discontinues the prosecution of the work, or

E. Failure to resume work which has been discontinued within a reasonable time after notice to do so, or

F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or

G. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days, or

H. Makes an assignment for the benefit of creditors, or

I. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

J. The County may terminate this Agreement if the Contractor is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

18.2.02 Before the Agreement is terminated, the Contractor will be notified in writing by the Project Manager of the conditions which make termination of the Agreement imminent. The Agreement will be terminated by the County ten (10) days after said notice has been given to the Contractor. Unless a satisfactory effort acceptable to the County has been made by the Contractor to correct the conditions, the County may declare the Agreement breached and send a written Notice of Termination to the Contractor.

18.2.03 The County reserves the right, in lieu of termination as set forth in this Article, to withhold any payments of money which may be due or become due to the Contractor until the said default(s) have been remedied.

18.2.04 The Contractor shall immediately upon receipt communicate any Notice of Termination for Default issued by the County to the affected Sub-contractors and suppliers at any tier.

18.03 Termination for National Emergencies

18.3.01 The County shall terminate the Agreement or portion thereof by written notice when the Contractor is prevented from proceeding with the Agreement as a direct result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.

18.3.02 When the Agreement, or any portion thereof, is terminated before completion of all items of work in the Agreement, payment will be made for the actual number of units or items of work completed at the Agreement price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits or for any other reason in connection with the termination of the Agreement shall be considered.

18.04 Implementation of Cancellation or Termination

18.4.01 If the County cancels or terminates the Agreement, the Contractor shall stop all work on the date specified in the Notice of Cancellation or Termination and shall:

A. Cancel all orders and Subcontracts which may be terminated without costs;

B. Cancel and settle other orders and Subcontracts where the cost of settlement will be less than costs which would be incurred were such orders and subcontracts to be completed, subject to prior approval of the Project Manager.

C. Transfer to the County, in accordance with directions of the Project Manager, all materials, supplies, work in progress, facilities, equipment, machinery or tools acquired by the Contractor in connection with the performance of the work and for which the Contractor has been or is to be paid.

D. Deliver to the Project Manager As-Built Documents, complete as of the date of cancellation or termination, Plans, Shop Drawings, Sketches, Permits, Certificates, Warranties, Guarantees, Specifications, three (3) complete sets of maintenance manuals, pamphlets, charts, parts lists, spare parts (if any), operating instructions required for all installed or finished equipment or machinery, and all other data accumulated by the Contractor for use in the performance of the work.

E. The Contractor shall perform all work as may be necessary to preserve the work then in progress and to protect materials, plant and equipment on the site or in transit thereto.

F. Cancellation or termination of the Agreement or a portion thereof shall neither relieve the Contractor of its responsibilities for the completed work.

G. In arriving at the amount due the Contractor under this Article, there will be deducted, (1) any claim which the County may have against the Contractor in connection with this Agreement and (2) the agreed price for, or the proceeds of sale of materials, supplies or other items acquired by the Contractor or sold,

pursuant to the provisions of this Article, and not otherwise recovered by or credited to the County.

ARTICLE 19
Termination by Contractor

19.01 Termination by Contractor:

Contractor shall have the right, upon one hundred eighty (180) calendar days written notice to the Department to terminate this Agreement (note: The Department must acknowledge receipt of the notice), without liability to the County, at any time after the occurrence of one (1) or more of the following events:

A. Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Airport for airport purposes, and the remaining in force of said injunction for a period of more than one hundred eighty (180) calendar days.

B. A breach by the County of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the County and failure of the County to remedy such breach for a period of three hundred sixty five (365) calendar days after receipt of written notice from Contractor of the existence of such breach.

C. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the Airport premises or any substantial part, or parts thereof, in such a manner as substantially to restrict the Contractor's operations for a period of one hundred eighty (180) calendar days.

D. Suspension of all scheduled passenger flight operations, whether such suspension is due to governmental action, an act of God, the public enemy, or other circumstances for a period of one hundred eighty (180) calendar days.

E. If the facilities are rendered unfit for the use and purpose for which this Agreement is granted, without fault on the part of Contractor, its employees, agents, contractors, subcontractors, vendors, or suppliers for a period of ninety (90) days.

ARTICLE 20

Equal Employment Opportunity, Nondiscrimination and Affirmative Action

20.01 Equal Employment Opportunity:

In accordance with Title 14 Code of Federal Regulation (CFR) Part 152 (Affirmative Action Employment Program), Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, in accordance with the Americans with Disabilities Act, 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. Contractor shall take affirmative actions' to ensure that applicants are employed and that employees are 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 not limited to, the following:

Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

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. Contractor shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, revised order No. 4 issued December 1, 1951, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, Executive Order 13166 issued August 11, 2000, Improving Access to Services for persons with Limited English Proficient (LEP), the rules, regulations and relevant orders of the Secretary of Labor, Florida Statues §112.041, §112.042, §112.043 and the Miami-Dade County Code Sections 11A1 through 13A1, Articles 3 and 4.

Contractor shall assign responsibility to one of its officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

20.02 Nondiscriminatory Access to Premises:

Contractor, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, sex, national origin, age, disability or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that Contractor shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the Contractor shall obligate their Subcontractors and sub-consultants to the same nondiscrimination requirements imposed on the Contractor and assure said requirements are included in those sub-agreements.

20.03 Breach of Nondiscrimination Covenants:

In the event it has been determined that Contractor has breached any enforceable nondiscrimination covenants contained in Sub-article 20.01 Equal Employment Opportunity and Sub-article 20.02 Nondiscriminatory Access to Premises above, pursuant to the complaint procedures contained in the applicable Federal Regulations, and 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 Termination of the Agreement section hereof.

20.04 Nondiscrimination:

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

shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will 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. Contractor shall furnish all information and reports required by Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, 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 by the compliance with such rules, regulations, and orders. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be canceled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and 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 113155 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 113155 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.

20.05 <u>Disability Non-discrimination Affidavit:</u>

By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, Contractor attests that this 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 Contractor or any owner, subsidiary or other firm affiliated with or related to Contractor is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with the Termination of Agreement section hereof. This Agreement shall be void if Contractor submits a false affidavit pursuant to this Resolution or Contractor violated the Act or the Resolution during the term of this Contract, even if Contractor was not in violation at the time it submitted its affidavit.

Contractor will include Sub-article 20.01 Equal Employment Opportunity and Sub-article 20.02 Nondiscriminatory Access to Premises of this Article in the Contractor sub-contracts in excess of $10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, so that such provisions will be binding upon each sub-consultant. Contractor shall take such action with respect to any sub-contract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a sub-consultant as the result of such direction by the County or by the United States, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

20.06 <u>Affirmative Action/Nondiscrimination of Employment Promotion and Procurement Practices:</u>

In accordance with the requirements of County Code Section 2-8.1.5, 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 County's Internal Services Department/Procurement

Management Division (ISD/DPM). Said firms must also submit, as a part of their Agreement to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt 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 the County's ISD?DPM. Firms claiming exemption must submit, as part of their Agreement to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with County Code Section 2-8.1.5. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

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

20.07 Contract Measure:

This Agreement will adhere to all Miami-Dade County ordinances with special attention to all ordinances that relate to the Small Business Enterprise ("SBE") Participation program.

The following has been established according to the SBE program:

Contract Measure: 12% SBE Goal

The Contractor is directed to and is required to adhere to the attached Miami-Dade County Florida, Small Business Development ("SBD") Division/Department of Regulatory and Economic Resources, SBE Implementing Order 3-41, included within this Agreement as Exhibit C which delineates the requirements of this County program and the requirements for attaining the SBE contract measure.

ARTICLE 21
Security/Airfield Operations Area/Sterile Areas Security

21.01 Secured Areas/Airfield Operations Area (AOA)/Sterile Areas Security:

The Contractor acknowledges and accepts full responsibility for compliance with all applicable Federal, State, and Local laws, rules and regulations including those of the Homeland Security, Transportation Security Administration's (TSA) Code of Federal Regulations 49 CFR Part 1542 et all, Federal Aviation Administration FAA, Customs and Border Protection CBP, the MDAD Airport Security Plan and applicable Security Directives issued by TSA and the Aviation Department as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).

In order to maintain high levels of security at MIA, the Contractor must obtain MDAD photo identification badges for all the Contractor employees who are authorized access to

the Secured/AOA/Security Identification Display Area (SIDA),Sterile Concourse Areas or any other restricted areas of the Airport as may be required and designated in the Airport's Security Plan. All Contractor employees will be required to obtain photo identification badges and will be subject to fingerprint-based criminal history records checks.

The Contractor shall be responsible for requesting MDAD to issue identification badges to all employees who the Contractor requests to be authorized access to the Secured/AOA/SIDA/Sterile Concourse Areas and any other restricted areas of the airport as may be required and designated in the Airport's Security Plan and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employer of the Contractor or upon final acceptance of the work or termination of this Agreement. The Contractor will be responsible for fees associated with lost and unaccounted for badges as well as the fee(s) for fingerprinting and ID issuance.

All employees of the Contractor who must work within MDAD Secured/AOA/SIDA/Sterile Concourse areas or any other restricted areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced secured areas. Badges shall be worn/displayed on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular company area. Each employee must complete the Security Identification Display Area SIDA training program conducted by the MDAD Security Division Credentialing Office before any ID badge is issued to such employee and comply with all other TSA, Homeland Security, FAA, CBP and MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued.

Contractor Ramp Permits will be issued to the Contractor authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department vehicle access control gates for the term of any Project. These permits will be issued only for those vehicles that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three inch lettering) displayed on both sides of the vehicles.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required elsewhere in this Agreement. Proof of such insurance is provided to MDAD Airside Operations Division upon request.

Only Contractor staff with proper access zone pictured MDAD SIDA ID badges shall be allowed to operate a motor vehicle on the AOA without a MDAD escort. The Contractor shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course, Reoccurring AOA Driver and Movement Area Driver training programs conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

The Contractor agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Contractor from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including repeated failure to comply with MDAD's or the TSA, Homeland Security, FAA, CBP, SIDA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA should be advised, in writing, of the reason for such denial.

The Contractor acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, Homeland Security, FAA/Federal Inspection Services agencies and MDAD access control and security policies and procedures as may be required and designated in the Airport Security Plan and the Miami-Dade Aviation Department Rules and Regulations Chapter 25.

The Contractor understands and agrees that vehicle and equipment shall not be parked/stored on the AOA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.

The Contractor understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Contractor in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Contractor.

Notwithstanding the specific provisions of this Article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/Homeland Security/FAA/Federal Inspection Services agencies.

The Contractor shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.

Contractor agrees that it will include in all contracts and subcontracts with its MIA sub-consultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Contractor agrees that in addition to all remedies, Damages, and sanctions that may be imposed by TSA, Homeland Security, FAA, Federal Inspection Services Agencies or MDAD upon

Contractor sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions. The Contractor shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and Damages arising there from, such costs to include reasonable attorneys' fees.

ARTICLE 22
Rules and Regulations and Permits

22.01 Rules and Regulations:

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; and this Agreement itself is subject to the Independent Private Sector Inspector General Review provisions of Administrative Order 3-20, as such Administrative Order may be amended from time to time.

22.02 Violations of Rules and Regulations:

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 Contractor, its agents, employees, contractors, subcontractors, suppliers, or invitees, have violated any law, ordinance, regulation or rule described in Sub-article 20.01 or any plan or program developed in compliance therewith. Contractor further represents that the substance of Sub-article 20.01 shall be included in every contract and other agreements, which Contractor may enter into related to its operations and activities under this Agreement and that any such contract and other agreement 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 subleasing.

22.03 Permits and Licenses:

Contractor covenants, represents, and warrants that it shall be strictly liable and responsible to obtain, 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 by any federal, state, or County governmental entity or judicial body having jurisdiction over Contractor or its operations and activities, for any activity of Contractor on the facilities and for any actions of

Contractor at the Airport, including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from Contractor's operations and activities under this Agreement and Airport have been obtained and are in compliance.

ARTICLE 23
Civil Actions

23.01 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.

23.02 Registered Office/Agent Jurisdiction:

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 Contractor is a natural person, both 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.

ARTICLE 24
Actions at Termination

24.01 Surrender of Facilities:

On or before the termination date of this Agreement and any exercised extensions, whether by lapse of time or otherwise, in accordance with the provisions contained herein, Contractor shall vacate, quit and surrender and shall account for the facilities, all furnishings, fixtures, equipment, vehicles, records, funds, inventories, commodities, supplies and other property of the County in as good order and condition as they were upon the Effective Date of this Agreement or date of subsequent acquisition, reasonable and normal wear and tear excepted.

24.02 Amounts Due and Payable:

Upon termination of this Agreement and any exercised extensions, all amounts due and owing between the parties shall become immediately due and payable and any outstanding orders or contracts for goods and services, which cannot be cancelled, shall be assigned by Contractor to the County or such other party as the Department shall designate.

24.03 Removal of Personal Property:

On or before the termination date of this Agreement and any exercised extensions, except in instances of termination pursuant to Sub-article 19.01 hereof, in which event Contractor shall be allowed up to five (5) calendar days, Contractor shall remove all of its personal property from the facilities. Any personal property of Contractor not removed in accordance with this Article may be removed by the Department for storage at the cost of

Contractor. Failure on the part of Contractor to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be the best interests of the County.

ARTICLE 25
Other Provisions

25.01 Payment of Taxes:

Contractor shall pay any taxes lawfully assessed against Contractor arising out of its operations hereunder; provided, however, that Contractor shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Article 18.

25.02 No Possessory Interests:

No clause, phrase, sentence, paragraph or article of this Agreement shall vest any possessory or leasehold interest in any real property, the facilities, the improvements or the personal property of the County described herein in Contractor nor shall such be construed as creating any landlord and tenant or partnership or joint venture relationship between the County and Contractor.

25.03 Rights to be Exercised by Department:

Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

25.04 Administrative Modifications:

It is understood and agreed that the Department, upon written notice to Contractor, shall have the right to modify administratively technical requirements hereof, and the exhibits hereto; provided, however, such revisions shall not have a materially adverse effect on the right of Contractor to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services hereunder or on the security of the funds and assets of the County.

25.05 Approvals:

Wherever in this Agreement approval by the County or Department is required, the County or the Department may approve or disapprove same without providing a stated cause for such action.

25.06 Security:

Subject to recommendation from Contractor as to reasonable and prudent security measures needed and approved by the Department, Contractor shall be responsible for the security and protection of the facilities, and the equipment, furnishings, commodities and supplies provided herein.

25.07 Rights of County at Airport:

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to Contractor.

25.08 Federal Subordination:

This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.

25.09 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 provisions of this Agreement are severable.

25.10 Authorized Uses Only:

Notwithstanding anything to the contrary herein, Contractor shall not use or permit the use of the facilities or the Airport for any illegal or unauthorized purpose nor for any purpose which would invalidate any insurance policies of the County or any policies of insurance written on behalf of Contractor under this Agreement.

25.11 No Waiver:

There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there by any waiver of any breach, default or non-performance hereof by Contractor, unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right of the County to demand strict performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by Contractor.

25.12 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 the Agreement.

25.13 Entirety of Agreement:

This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Contractor hereby affirms the completeness and accuracy of the information submitted by Contractor to the Department in connection with the award of this Agreement.

25.14 Inspections:

The authorized employees and representatives of the County and of any applicable Federal or State agencies having jurisdiction hereof shall have the right of access to the facilities at all reasonable times for the purposes of inspection and audit to determine compliance with the provisions of this Agreement. This right of inspection and audit shall impose no duty on the County to inspect and audit and shall impart no liability upon the County should it not make any such inspections or audits.

25.15 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.

25.16 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.

25.17 Performance:

The parties expressly agree that time is of the essence in the performance of this Agreement and that the failure by Contractor to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the County of any obligation to accept such performance.

25.18 Conflict of Interest/Code of Ethics Ordinance:

In connection with the terms and conditions of this Agreement, the Contractor agrees to adhere to and be governed by the County, Florida Conflict of Interest Code of Ethics Ordinance (Section 2-11.1 of the Code). Notwithstanding the provisions of any federal, state or County law governing the activities of the Contractor hereunder, commencing as of the effective date of this Agreement and continuing for the term hereof, the Contractor shall not knowingly enter into any contract or other financial arrangement with any person, corporation, municipality, authority, county, state, country, or any tenant or airline, which would constitute a conflict with interest of the County hereunder or with the Services provided by the Contractor to the County hereunder. The Miami-Dade County Ethics Commission shall make determination(s), binding upon the Parties, as to whether

conflicts exist or will exist, and if such relationship will be serious enough to constitute a conflict hereunder.

The Contractor represents that no officer, director, employee, agent, or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

The Contractor also represents that, to the best of its actual knowledge:

A. There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other Contractor of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or

   ii) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

B. Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided however, that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

C. The provisions of this article are supplemental to, not in lieu of, all applicable laws with respect to conflicts of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

D. In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

25.19 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 to:

TO THE COUNTY:
Director
Miami-Dade Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504

TO CONTRACTOR, IN CARE OF:
Mark Gallagher, Vice President
SITA Information Networking Computing USA, Inc.
3100 Cumberland Blvd., Suite 200
Atlanta, GA 30339

or to such other respective addresses as the parties may designate to each other in writing from time to time. 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.

25.20 Non-exclusive Agreement

Notwithstanding any other provision of this non-exclusive Agreement, the County is not precluded from retaining or utilizing any other contractor(s), staff, or a combination of contractor(s) and staff to perform any services within the contract limits defined in the Agreement. The County may elect to competitively procure and contract any staff, hardware, infrastructure or system additions and changes, including, but not limited to: 1) additional or replacement on-site staff to support or maintain the CUTE/CUPPS, 2) additional or replacement CUTE/CUPPS hardware, 3) outside plant extensions, 4) major changes in network architecture, and 5) other information systems or telecommunications infrastructure changes. The Contractor shall have no claim against the County as a result of the County electing to retain or utilize such other contractor(s) to perform any such services, provided that the County shall instruct all other contractor(s) that they shall not act in a way that would disrupt or interfere with Contractor's performance of its duties, and take all other reasonably possible steps to avoid any such disruption or interference.

25.21 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.

25.22 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.

25.23 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.

25.24 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.

25.25 Ownership of Documents

Any and all reports, photographs, surveys, provided or created in connection with this Agreement are and shall remain the property of the County. In the event of termination of this Agreement, any software database, all electronic files associated with work performed, any reports; such as traffic, inventory, switch audit, service and or MAC logs and photographs, surveys, prepared by the Contractor, whether finished or unfinished, shall become the property of the County, and the Contractor shall immediately remit same to the County.

Contractor further acknowledges and agrees that Contractor shall not have ownership interest of any kind in any original materials, either written or readable by machine, prepared by Contractor for County, or prepared jointly by Contractor and County, constituting an original, a modification to, enhancement of derivative work based on such materials. Contractor shall be permitted to create and use such Documentation and Materials solely for the purpose of providing services to County.

25.26 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.

25.27 Solicitation

Except as provided by Section 2-11.1(s) of the Code, the Contractor warrants that: 1) 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) 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.

25.28 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.

25.29 Third Party Beneficiaries

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. Contractor represents and warrants that it shall use access to and knowledge of Software, Systems and related Documentation solely to provide Services to County, and not for the use or benefit of any other third person nor shall Contractor disclose such materials to any third person, and shall limit disclosure to its employees who have a need to know for the performance of Services hereunder.

25.30 Independent Private Sector Inspector General Review:

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of the Proposal, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Proposal or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's cost/price for this Proposal be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Proposer or third party.

25.31 Miami-Dade County Inspector General Review:

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Department contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract will be one quarter of one percent (0.25%) of the total contract amount.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) contracts for legal services; (b) contracts for financial advisory services; (c) auditing contracts; (d) facility rentals and lease agreements; (e) concessions and other rental agreements; (f) insurance contracts; (g) revenue-generating contracts; (h) professional service agreements under $1,000; (i) management agreements; (l) small purchase orders as defined in Miami-Dade County

Administrative Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Department contracts including, but not limited to, those contracts specifically exempted above.

25.32 ACCOUNT TO PAY FOR IG SERVICES

An Audit Account is hereby established to pay for mandatory random audits by the County's Inspector General. The amount for the Inspector General (IG) Audit Account is hereby set at **$84,265.48**. 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.

25.33 CONFIDENTIAL INFORMATION:

In the course of performing the Agreement work, each Party may gain access to security sensitive information and other confidential information of the other Party. Each Party agrees to hold such information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information. Each Party shall seek the other Party's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. The provision of this Section shall survive the expiration or earlier termination of the Contract. The County's Security System information cannot be released based on Florida Sunshine Law requests. Contractor asserts that SITA Materials are considered proprietary and trade secret information. In the event that the County receives a public records request for such materials, the County shall inform Contractor of such request. Following receipt of a public records request, the County shall be under no obligation to take any action to preclude the release of any documents, data, or systems prepared by Contractor pursuant to this contract, except as specifically stated herein. In the event that any Court determines that any such documents, data, or systems are public records, and same are provided to any third party, the County shall not be liable to the Contractor in any manner, including but not limited to, any action for damages, lost profits, loss of business, loss of market share, loss of reputation, direct damages, consequential damages, attorney's fees, costs, or for equitable relief.

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

CONTRACTOR

SITA Information Networking Computing USA, Inc.
(Legal Name of Corporation)

ATTEST:

Secretary W. V. Lamanda
(Signature and Seal)

W. V. LAMANDA
MY COMMISSION # EE20000
EXPIRES: June 27, 2015
Ft. Notary Discount Assn. Co.
1-800-3-NOTARY

1/7/13
(Type Name & Title)

By: [signature]
Contractor - Signature

Name: Mark Gallagher
Vice President
(Type Name & Title)

INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE

Legal Name

By: _____
Signature

(Type Name & Title)

Legal Name

By: _____
Signature

(Type Name & Title)

Attest: _____

Name of Managing Joint Venturer:

_____

Witness: _____

By: _____
Signature of Authorized Representative of the Joint Venture

Corporate Seal

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

_____
Assistant County Attorney

By: _____
Deputy Clerk

Resolution No.: _____

Date: _____

EXHIBIT A: CUTE/CUPPS TECHNICAL SPECIFICATIONS

1. ABBREVIATIONS:

1.1. Airport – Miami International Airport

1.2. ACR – Authorized County Representative

1.3. ATB- Automatic Ticket Boarding Pass Printer

1.4. Availability – the ratio of the number of minutes on each date that the CUPPS is fully operational to the number of minutes on each date the CUPPS is scheduled to be operational expressed as a percentage.

1.5. BGR –Boarding Gate Reader

1.6. BHS – Baggage Handling System

1.7. BMS – Building Management System

1.8. BTP – Baggage Tag printer

1.9. Commencement Date – the date on which the Agreement work must start as stated in the Notice to Proceed Letter

1.10. County – Miami-Dade Aviation Department (The "Owner")

1.11. CUPPS – Common Use Passenger Processing Systems – http://www.cupps.aero

1.12. CUPPS Core – the central components made up of servers, gateways, routers, switches and software that enable the client workstations and printers to operate in a CUPPS environment. Typically located in a central computer room, the CUPPS Core requires systems level support and operation.

1.13. CUPPS Platform – is an IT environment that supports applications for one or more application providers (usually airlines or other entities operating in an airport environment). A CUPPS Platform confirms to the platform standards defined in the CUPPS Technical Specifications.

1.14. CUPPS Technical Specification – is an explicit set of requirements to be satisfied by the CUPPS system, as set forth in Section 3.1 of the Specifications.

1.15. CUSS – Common Use Self Service

1.16. CUTE – Common Use Terminal Equipment

1.17. DCP – Document Control Printer

1.18. Final Acceptance Date – the date following satisfactory completion of Final Acceptance Testing of the CUPPS as determined by the County.

1.19. Final Acceptance Testing – is defined as certification in writing by the Authorized County Representative that all hardware, firmware, and software have been properly installed.

1.20. Firmware – Software stored in read-only memory (ROM or programmable ROM (PROM)

1.21. Gateway – a combination of hardware and software that interconnects the County's Local Area Network (LAN) and the airline's Wide Area Network (WAN)

1.22. HTTP – HyperText Transfer Protocol

1.23. IATA – International Air Transport Association

1.24. Implementation Plan – description of the Contractor's approach to a successful implementation of CUPPS at MIA.

1.25. IWS – Individual WorkStation

1.26. LAN – Local Area Network

1.27. LDCS – Local Departure Control System

1.28. MIA – Miami International Airport

1.29. Notice to Proceed – a letter issued by the County after the Agreement has been fully executed by both parties to the Contractor to authorize the Contractor to proceed with the work to be provided pursuant to the Contract

1.30. PCI-DSS – Payment Card Industry Data Security Standard – https://www.pcisecuritystandards.org

1.31. PCI Ready – SITA's proposed AirportConnect platform is ready to enable the overall common use system to meet PCI compliance requirements. As stated in the CUPPS Technical Specification, the system "does not prevent customers from meeting the PCI DSS." Common use payment services that comply with PCI requirements can be made available when available in the market. This service is dependent on airline applications.

1.32. PNL – Passenger Name List

1.33. SITA – Societe Internationale Telecommunications Aeronautiques

1.34. SLA – Service Level Agreement

1.35. TCP/IP – Transmission Control Protocol/Internet Protocol

1.36. UPS – Uninterruptible Power Supply

1.37. WAN – Wide Area Network

1.38. Workstation – CUPPS Windows based computer with monitor

2. GENERAL:

2.1. This Agreement will be to furnish to the County detailed technical design, development, hardware, firmware, software, software licenses, installation, integration, implementation, training, user manuals and documentation, operation, support and maintenance services for the Common Use Passenger Processing Systems (CUPPS), warranty, testing of the hardware and software, and all other items necessary or proper for, or incidental to, providing an operable and acceptable CUPPS, including associated gateways for each airline that is dependent on a remote host computer for departure control, and a Local Departure Control System (LDCS) for each airline that operates independent of a remote host computer, and other related components, all in accordance with the Agreement.

2.2. The Agreement is to commence on or about June 30th 2013. The Contractor shall be responsible for having the CUPPS completely operational in accordance with the terms hereof. Transition from the current CUTE system must be accomplished without operational impact to either the new CUPPS or the existing Common Use System. During the term of the Agreement, the County may request installation of the CUPPS on additional workstation equipment and kiosks to accommodate additional airlines or increase the number of CUPPS positions served.

2.3. The Agreement shall not be construed to create unto the Contractor any exclusive rights with respect to any of the County's common use systems owned or operated by the County. The County may in its sole discretion award any additional or similar services to any third party or the County may elect to perform all or a portion of the services by its own employees.

3. SCOPE OF WORK:

3.1. The Contractor shall provide to the County detailed technical design, development, hardware, firmware, software, software licenses, installation, integration, implementation, training, user manuals and documentation, operation, support and maintenance services for the Common Use Passenger Processing Systems (CUPPS), warranty, testing of the hardware and software, and all other items necessary or proper for, or incidental to, providing an operable and acceptable CUPPS, including associated gateways for each airline that is dependent on a remote host computer for departure control, and a Local Departure Control System (LDCS) for each airline that operates independent of a remote host computer, and other related components, all in accordance with this Specification.

3.2. The Contractor shall provide all labor and tools to operate and maintain the CUPPS at Miami International Airport, its General Aviation Airports, Miami area hotels, the Miami Seaport, and other areas deemed necessary.

3.3. The Contractor shall provide expert on-site and off-site software system support including; First Level, Second Level, and Third Level support for hardware repair, system maintenance and other facets of the CUPPS system.

3.4. The Contractor shall perform the following services and provide the following equipment, software, interfaces and documentation:

3.4.1. As specified for the CUPPS and hardware which is specific to the Contractor system
3.4.2. Final connection of hardware to cabling infrastructure (patch cords connecting the CUPPS to the data outlets and or County's Local Area Network (LAN)
3.4.3. Any System required CSU/DSUs, Switches, Routers and Configuration
3.4.4. CUPPS Software, Local Departure Control System (LDCS), Terminal Emulators, and any other software, interfaces or hardware required to make the system fully operational as specified herein
3.4.5. Provide daily CUTE/CUPPS usage data to the Airport Operation Information System (AOIS)
3.4.6. Network and Diagnostic Monitoring and Remote Access capabilities
3.4.7. Fully redundant Systems in two(2) separate computer rooms
3.4.8.Computer rooms miscellaneous equipment cabinets, racks and all other equipment room devices and cables need for System operation
3.4.9.Host Gateways
3.4.10. Gateways with ability to perform tracing traffic between an application and gateway
3.4.11. Shall be designed such that the implemented CUPPS meets the functional, operational, and performance requirements specified herein
3.4.12. Transportation, receipt, unpacking, uncrating, installation and setup of all Systems (hardware and software)
3.4.13. Coordination with airlines and their host systems/gateways
3.4.14. Coordination of cabling terminations / assignments in the equipment rooms
3.4.15. Coordination with Network and Millwork Contractors for each installation stage
3.4.16. Replacement or Upgrade of existing CUTE System
3.4.17. Documentation
3.4.18. Network requirements (provide, test, and certify all connect cabling)
3.4.19. Software, hardware, and System Warranty in accordance with the requirements stated herein
3.4.20. Bag Message in Central, North and South Terminal
3.4.21. CUPPS core server hardware to include the domain controllers, management systems, ultrabac suite, usage servers and backup systems required for CUPPs operations
3.4.22. CUPPS software licenses for the CUPPS systems and workstation agents

3.4.23. Split core development including rack hardware, management hardware, operational setup charge, WAN migration charge for creating redundancy between the existing and the backup core rooms

3.5. The contractor shall provide best-practice industry practices in support of MDAD's CUTE/CUPPS system. The Agreement shall provide operations and maintenance support to include:

3.5.1. Common Use Terminal Systems hardware and software that is specific to the SITA AirportConnect System, as delivered by the contractor under Contract I113A and I113B.
3.5.2. Network and Diagnostic Monitoring and Remote Access capabilities.
3.5.3. CUTE System Administrator application.
3.5.4. Terminal Emulators
3.5.5. Equipment Rooms miscellaneous equipment cabinets, racks and all other equipment room devices and cables needed for System maintenance.
3.5.6. Software changes as necessary for Problem Management for both AirportConnect CUTE, and the Local Departure Control System (LDCS) installed by SITA under Contract I113A, MaestroLDCS.
3.5.7. Coordination with airlines and their host systems/gateways.
3.5.8. Support of SITA's AirportHub – airline connection as well as all SITA circuits & gateways.
3.5.9. Maintenance of spare equipment for the existing CUTE System.
3.5.10. Maintenance of the installed and warehoused equipment inventory.
3.5.11. Proactive remote monitoring of all Common Use Self-Service (CUSS) kiosks deployed by SITA.
3.5.12. MaestroLDCS support for MIA airlines requiring the use of a MIA-provided LDCS.
3.5.13. Quarterly inventory report to MDAD on all CUTE, CUPPS, and CUSS equipment deployed.
3.5.14. Monthly reports on incident management activities and Service Level Agreement (SLA) performance.
3.5.15. Monthly reports on preventive maintenance activities.
3.5.16. CUTE/CUPPS and CUSS Airline Usage reports.
3.5.17. Approved MDAD change management process for all operating system and CUPPS platform software updates, in support of version control.
3.5.18. SITA BagMessage.

4. INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) COMPLIANCE:

4.1. The CUPPS shall comply with version 1.02 or most recent version of the IATA Recommended Practices (RP) 1797 Common Use Passenger Processing Systems (CUPPS) specification and the Contractor shall provide evidence of the platform certification from a certified compliance testing agency. This document can be found at: http://www.cupps.aero/Home/Documents.aspx.

4.2. The Contractor shall provide software that is compliant with the CUPPS Technical Specification. The Contractor is to maintain the CUPPS software, as part of its maintenance obligation to the County and at no additional cost to the County, in accordance with the latest CUPPS Technical

Specification, provide current upgrades consistent with the latest CUPPS Technical Specification, as such exists from time to time, recommended by IATA, with the concurrence of the Authorized County Representative (ACR).

5. **THE CUPPS SHALL:**

5.1. Provide a gateway for each user airline that requires access to its remote host computer.

5.2. Provide a Local Departure Control System (LDCS) application for each user airline that does not use a remote host computer.

5.3. Use 100/1000 Base T Ethernet and the TCP/IP protocol standards for communication among CUPPS servers, clients and document printers.

5.4. Use the current supported versions of ORACLE or Microsoft SQL for databases.

5.5. Support an initial user base of at least 775 CUPPS and 70 CUSS user positions and be expandable to include over 900 CUPPS and 170 CUSS user positions (workstations and kiosks) and 100 airlines.

5.6. The Contractor shall determine each airline's gateway functional performance and interface requirements and implement the requirements.

5.7. The CUPPS shall interface with the County's Airport Operation Information System.

6. **REGULATIONS:**

6.1. The Contractor shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

6.2. The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.

6.3. The Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The Materials and Safety Data Sheets shall be made available to all workers and County's representatives. Contractor shall report immediately to the Authorized County Representative any spillage or dumping of hazardous materials on County property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.

6.4. During the performance of this Contract, Contractor shall keep current and, if requested by the County, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any all licenses, registrations and permits on the job site while performing the Contractor work.

7. **CONTRACTOR'S PERSONNEL:**

7.1. Contractor will abide by all Federal, State and Local regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair labor Standards Act, the Federal Civil Rights Act of 1964 as amended, and the Americans with Disabilities Act.

7.2. Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.

7.3. Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on County's premises prior to such employee having been tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the County, if requested.

7.4. Contractor shall transfer promptly from the airport any employee or employees that the County advises are not satisfactory, and replace such personnel with employees satisfactory to the County; but in no event shall County be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.

7.5. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenant, customers or other persons at Miami International Airport. The Contractor shall be responsible for ensuring that all articles found by its employees on County's premises are turned over to the County or the County's designated agent in charge of such articles.

7.6. A valid Florida driver license (Commercial Drive license, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Miami International Airport. Each of the Contractor's motor vehicles brought onto the County's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.

7.7. While working on airport property all Contractors' employees shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

7.8. Contractor shall provide personnel to operate and maintain the CUPPS. The on-site Contractor's personnel provided will be trained by the Contractor on the software installed as well as on maintenance for all CUPPS hardware and software installed.

8. WARRANTY:

8.1. All hardware and software installed by Contractor shall be warranted against defects and failure for the entire period of the Agreement.

9. ON-SITE COMMUNICATIONS:

9.1. Contractor shall be responsible for providing cellular phone equipment and services to the Contractor's staff.

10. SOFTWARE:

10.1. The Contractor shall provide and install the latest version of the Microsoft Operating System specified in the CUPPS Technical Specification and if future versions of the CUPPS Technical Specification change the specified version of the Microsoft Operating System, the Contractor shall be required to provide and install the specified version, at no additional cost to the County. The Contractor shall be required to provide and install any other software which will be required to make the Contractor's CUPPS fully operational. This includes, but not limited to, servers, workstations, firmware for printers, and firmware for integrated keyboards.

10.2. The software and firmware products the Contractor provides shall be the most recent released version at the time of the installation or, if not, the Contractor must provide the rationale for installing some other version and it shall be approved in writing by the County prior to the installation.

10.3. Contractor shall license, or obtain a license from the licensor, for County's and any airlines or other County tenant or customer's use of all the software, firmware, and software products installed as part of the CUPPS. Such licenses shall be valid either in perpetuity, or if fully disclosed to the County in the Proposal, for the duration of the Agreement.

10.4. The Contractor shall provide an LCDS that provides automated check in and departure control for non-hosted airlines and irregular flight operations. The LDCS enables these airlines/flights to perform computerized passenger check-in and boarding using a common graphical user interface. The LDCS shall be capable of simultaneously supporting operations for at least 45 airlines. The LDCS shall provide users with the following features and functionality:

10.4.1. Full compliance with applicable IATA standards including bag tag formats, boarding pass formats and baggage source messages which shall be electronically forwarded to the SITA BagMessage service in London, England.

10.4.2. The LDCS shall be able to receive Passenger Name Lists (PNL) via email from airlines and be able to electronically submit Advance Passenger Information System (APIS) data for compliance all regulations for reporting airline passenger and crew information.

10.4.3. The LDCS shall perform the function of an airline host system and include the ability to generate and print passenger manifests, various reports and logs synchronized with the IAS flight schedule data and related systems and including airline user data fields such as priority passenger services, check in status, seat assignments, standby lists and seat availability, luggage quantities and weight, and baggage tag numbers.

10.4.4. The ability to generate and print specific airline ticketing, boarding, baggage tags and logos.

10.4.5. Be PCI-DSS ready.

10.4.6. Creation, deletion, edits and modifications of flights, passengers lists, baggage tag tracking, multiple legs per flight (uplink and downlink)

10.4.7. Contractor shall license the LDCS software to the County.

10.4.8. Contractor shall hereby license all software developed by the Contractor for this Agreement to the County.

11. EXPANSION AND SPARE CAPACITY:

11.1.1. The Contractor shall implement the CUPPS in such a manner that an increase in the number of user positions as specified in Section 5 of the Specification document (e.g., adding additional CUPPS and CUSS workstations and airlines) will not adversely affect system performance or availability or require design modifications. Each system shall be designed to accept additional airlines and workstations without adverse effect on the system or the overall system design.

12. DRAWING AND DOCUMENTATION:

12.1. The Contractor shall supply to the County all necessary documentation and any required access credentials to allow the County to independently operate and maintain the CUPPS.

12.2. The Contractor shall provide the County, as a minimum, the following documentation in both paper and electronic formats within 180 days after the Notice to Proceed letter has been issued:

12.2.1.1. Training Manuals
12.2.1.2. System administrator documentation
12.2.1.3. System manuals
12.2.1.4. Manufacturer's hardware manuals for all hardware by Contract
12.2.1.5. Maintenance manuals
12.2.1.6. System drawings and block diagrams
12.2.1.7. Interface specifications

12.3. The County shall have the right to use and copy without limit the same documentation and materials and to provide access to the same to its agents, representative, contractors, and potential contractors.

13. PERFORMANCE REQUIREMENTS:

13.1. Contractor shall perform all of its obligations and functions under the Agreement in accordance with specifications, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate activities to the needs and requirements of the County and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the County and its Tenants.

13.2. Contractor's personnel shall perform Work in a net and professional manner, and in compliance with all Federal, State and Local regulations. OSHA rules and regulations shall be followed at all times.

13.3. Any work required beyond that which is specified herein shall be reported in advance to the Authorized County Representative. At no time shall work beyond the scope be performed without prior written authorization from the Authorized County Representative.

13.4. Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in a manner in which they were intended. Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilizes on this project. No materials or equipment will be left unattended at any time.

14. MANAGEMENT:

14.1. The Contractor shall perform definition, planning, coordination, scheduling, measurement, evaluation, and control functions related to the standards, processes, actions

and resources required to provide CUPPS as specified herein; resources include facilities, systems, equipment, tools, part, material, an personnel the Contractor provides or is assigned, and time.

15. DESIGN AND DEVELOPMENT:

15.1. The Contractor shall perform definition, design, construction (code), modification, configuration, unit testing, and integration for all components as required or applicable to provide CUPPS as specified herein, including, but not limited to, all non-standard components used or incorporated into the CUPPS. Non-standard means the component is not readily available in a commercial off-the-shelf form to perform as required herein.

16. INSTALLATION AND TEST:

16.1. The Contractor shall coordinate with the County the interconnection of the CUPPS to the County's LAN.

16.2. The Contractor shall coordinate with the County the Installation including test plans and provide test results.

16.3. The Contractor shall install CUPPS in the County's two (2) main computer rooms. Prior to transitioning the existing Common Use System and CUSS workstations to the new CUPPS, the Contractor shall demonstrate that its CUPPS works in the test systems configured to match the system components in Check-in Counters and Departure Area Podiums. These tests systems shall be located in the terminal and gate areas, connected back to the host CUPPS in the main terminal computers room via the County's LAN, as specified by the Authorized County Representative.

16.4. The Contractor shall include but not limited to the successful completion of the following tests:

16.4.1.1. Contractor shall demonstrate access to the Airline's gateway and associated connection to the remote host computers for each airline that does not use a LDCS.

16.4.1.2. Contractor shall demonstrate the LDCS for each airline that operates independent of a remote host computer.

16.4.1.3. Contractor shall demonstrate that the Automatic Ticket Boarding Pass Printer (ATB) functions in CUPPS.

16.4.1.4. Contractor shall demonstrate that the Boarding Gate Reader (BGR) functions in CUPPS.

16.4.1.5. Contractor shall demonstrate that the Baggage Tag printer (BTP) functions in CUPPS.

16.4.1.6. Contractor shall demonstrate that the Document Control printer (DCP) functions in CUPPS.

17. COMPUTER ROOMS:

17.1. The CUPPS server(s), UPS(s), and other CUPPS Core equipment shall be installed in Contractor-provided racks in the County's two (2) main computer rooms.

17.2. The redundant CUPPS Server(s) and other CUPPS Core equipment shall be installed in Contractor-provided racks in the County's secondary core room.

18. TRAINING:

18.1. The Contractor shall provide training, including training manuals and any training software required.

18.2. Sufficient on-site instructor training shall be provided for a minimum if two (2) representatives of each airline and two (2) County personnel in accordance with the Training Plan. This course shall provide training for airline and County instructors who will be training other personnel.

18.3. The Contractor's Training Plan also shall include remedial training for additional airlines and County employees.

18.4. The Contractor shall provide the training program in accordance with a schedule approved by the Authorized County Representative.

19. QUALITY ASSURANCE:

19.1. The Contractor shall install all equipment under the Agreement according to manufacturers' instructions, including making of all required adjustments and testing and operation checks.

20. CUPPS/CUSS MAINTENANCE:

20.1. The Contractor shall maintain the CUPPS, including all systems and components, (except for the County provided LAN), including those provided by the County. With respect to any and all hardware, firmware, software, and all other products and items provided by the Contractor, the Contractor's maintenance obligations shall commence on the day each hardware, firmware, software or other product or item is delivered to the County's premises. With respect to any hardware or other item provided by the County, the Contractor's maintenance obligations shall commence on the day each item if hardware or other item is provided for Contractor's

incorporation into the CUPPS or is otherwise turned over to the Contractor for maintenance responsibilities. The Contractor's maintenance responsibilities shall include:

20.1.1. CORE HARDWARE

20.1.1.1. Routine maintenance – shall include inspection, test, evaluation, overhauls, or replacement of all CUPPS Core hardware as recommended by the hardware manufacturer.

20.1.1.2. Corrective maintenance – shall include inspection, test, evaluation, coordination as required, and repair of all CUPPS Core hardware not working properly.

20.1.2. SOFTWARE

20.1.2.1. The most recent released version of software and firmware products licensed to the County shall be provided to the County and installed on County equipment, at no cost to the County. Maintenance of soft software and firmware products must be provided at no additional cost to the County.

20.1.2.2. Software and firmware products that replace or supersede installed products are required for compliance with the functional or performance requirements of this Agreement must be provided and installed at no additional cost to the County, even if the products also add functions and/or improves performance.

20.1.2.3. Routine Maintenance – shall include installation of software revisions.

20.1.2.4. Corrective Maintenance – shall include testing, evaluation, coordination as required, and development and/or installation of revision(s) to codes or configurations, and Contractor is required to fix all bugs and any failure of software to conform to CUPPS technical Specifications.

20.1.3. The Contractor shall provide equipment, software, test equipment, test software, tools, materials, trained personnel, and other resources required to maintain CUPPS performance and functions. The Contractor shall provide access to supplemental resources, including expert personnel, in remote locations to ensure rapid resolution of CUPPS anomalies and concerns that local resources cannot resolve.

20.1.4. The Contractor shall provide trained personnel to operate the CUPPS, including function and performance monitoring and report generation, anomaly detection and referral, CUPPS Core startup and shut-down, data back-up, data retention and retrieval, and service call receipt and dispatch.

20.1.5. The Contractor shall provide on-site and off-site staff to operate and maintain the CUPPS 24 hours-a-day; seven days a week, 365 days a year (24x7x365) to ensure that established Service Level Agreements (SLA) are met. The Contractor shall provide the County with on-site and on-call technical support for all equipment and software installed with the current CUTE system.

20.1.6. The Contractor shall track all equipment, service levels and installations pertaining to the CUPPS System. The Contractor shall provide on-site and off-site technical support and professional services necessary to ensure the successful operations of the CUPPS system at no additional cost to the County.

20.1.7. The Contractor shall provide competent, knowledgeable, First Level, Second Level and Third Level support field engineers. These field engineers are to be fully trained by the Contractor in on-site maintenance of all installed CUPPS system components. The Contractor shall have 100% of its staff factory trained and certified. For new hires after this Agreement is executed, the Contractor shall train new hires within two (2) months to ensure a competent level of Field Engineer. Such training and any subsequent training will be at the Contractor's expense.

20.1.8. The Contractor will, at County's request, make available field engineers to assist with any work assignments needed to complete any task associated with the CUPPS system. This would include but not limited to, installation, maintenance, repair and emergency activities such as hurricane preparedness measures.

20.1.9. The Contractor agrees that the price includes, but is not limited to. All software and systems support, labor, overtime, insurance, travel to and from job site, all salaries, overtime, benefits, subsistence/living allowances, taxes, pensions, pagers, training, uniforms, telephone cost (land/cell), computers, printers, furniture, etc., cost of logistics, shipping, tools to maintain site, and miscellaneous costs such as auto, parking fees, set-up, fines, business fees, compiling reports and trending analysis, test equipment, and the Contractor's overhead and profit, the cost for all third party on-site and off-site report support charges, the cost for salary, overtime, air, hotel, and any other expense associated with unplanned/emergency on-site visits by Contractor or Third party factory technicians to fix a problem with the CUPPS system.

20.1.10. The County reserves the right to prioritize various activities that the Contractor undertakes in order to meet deadlines. In general, Move/Add/Change (MAC) activity shall take a lesser priority to repair activities pending the circumstances surrounding the given situation. The County reserves the right to mandate that the Contractor reallocate resources to deal with the various repairs, MAC requests or project work as they see fit. Also, In the event of a conflict in work priorities, Critical failure work shall take precedence over moves, adds, and changes

21. EXTENDED WARRANTY:

21.1.1. All equipment shall be covered under extended warranty by the Contractor. The extended warranty begins when the original warranty ends. The extended warranty covers all costs associated with the correcting of a defective item including repair, labor, replacement, packaging and shipping costs to the point when the corrected item is received and inspected at MIA.

22. SERVICE LEVEL AGREEMENT:

22.1. An end-user device shall be considered available only if all components are operating and fully functional.

22.2. Response time for all incident calls is ten (10) minutes. Twenty (20) minutes for back-office workstations.

22.3. Resolution or escalation time for all workstation-level incidents is 30 minutes.

22.4. Infrastructure availability time shall be 99.9%.

22.5. Move, add or change existing CUPPS workstations – if 10 workstations or less, within 3 business days; if more than 10, within 14 business days.

22.6. Install new CUTE workstations with available spares: if 10 workstations or less, within 3 business days; if more than 10, within 14 business days.

22.7. The Contractor shall record all tickets and associated resolution times and the percentage shall be measured over each calendar month.

22.8. The priority for restoration of service failures shall be servers followed by critical interfaces and end-user devices.

22.9. The Contractor shall work with designated Airport Staff on various levels of support, including working to resolve Help Desk Tickets.

22.10. The above measurements of availability for Contractor shall only be based on events within Contractor's control (the core room equipment and user devices), and with due consideration for the service level requirements contained in this Contract. If the measured item is not available due to reasons outside of Contractor's control, such as but not limited to problems with the airline host, wide area network, local area network, and or operator error, such non-availability, shall be excluded from the measurement of availability of the above items.

22.11. The Contractor shall be primary contact for MDAD IT Service Desk Tickets associated with the installed System.

22.12. Tickets that are found to be associated with an interface shall not be closed. Contractor shall be responsible to work with the responsible party(s) until the problem is resolved. Contractor shall be responsible for updating status for all such tickets and closing the ticket only when problem is resolved.

22.13. The Contractor is required to:

22.13.1. Meet the Service Levels for problem resolution and escalation as shown herein.

22.13.2. Respond to requests for routine moves, adds, and changes for the Users.

22.13.3. Anticipate and be responsive to high call volumes during the peak travel times such as Thanksgiving and Christmas.

22.13.4. Document and report operational metrics, including activity logs and Service Level Agreements.

22.13.5. Frequency of reports shall be monthly or as requested by the County, or its Users. Upon analysis of these metrics, Contractor shall address and remedy any systematic problems or negative performance trends.

22.13.6. Provide Environmental Maintenance of Primary and Back-up Equipment rooms installed devices. Environmental Maintenance is defined as keeping these areas free from trash, dust and dirt. The electronic equipment is sensitive and need to be kept in a clean, maintained environment. This shall be considered part of preventive maintenance.

22.14. The Service Levels, stated herein define the minimum levels that Contractor shall deliver to the County and its Users during the maintenance period.

22.15. The Service Levels and Escalation procedures may be modified by mutual agreement of both parties throughout the term of the Maintenance Period.

22.16. Any failure caused by malfunction of an interfaced system or associated third party network communications are excluded from these Service Levels. However all such problems shall be assigned to Contractor for "Ownership" until the problem is resolved.

22.17. The procedures, tools, reports and structures used to meet these Service Levels shall be open for audit and detailed inspection at any time by the County, or their representatives.

22.18. All times stated herein shall be "Eastern Standard Time".

22.19. The Contractor shall ensure that proper coverage will be achieved at all times in the support and maintenance for Miami International Airport, General Aviation Airports, Miami

area hotels and the Miami Seaport. In the calculation of the Service Level Agreements (SLA) and response time, off-airport sites will not be used in the calculations.

22.20. In the event of illness or staff changes, the Contractor shall adjust shift time, utilize one of its national technicians or transfer resources from other projects until such time as local manpower coverage is normalized at no additional cost to the County.

22.21. If the number of Problems not fixed within the service level or resolve time exceeds ten percent (10%) of total reported Problems for one (1) month then Contractor shall propose and circulate to the County and its Users a plan for reducing this with effect and describe how Service Levels will be restored in the second month.

23. PREVENTIVE MAINTENANCE:

23.1. Preventive maintenance shall be completed on a monthly schedule. The schedule shall be planned in advance by the Contractor. Sets of equipment shall be identified by geographical location and system address where applicable. Each month's completed Preventive Maintenance Report shall be submitted along with Contractor's pay application.

23.2. An inventory shall be maintained of all equipment installed under this Contract, including Back Office. The inventory shall show device type, serial number, MDAD asset tag number, location and its condition (good, deteriorating, needs replacement). Both on-site and off-site inventory will be updated every three (3) months and written report given to the County.

23.3. Devices identified as 'deteriorating' and 'needs replacement' shall be brought to the attention of the County in writing.

23.4. Problems, associated to hardware problems reported per month shall be on average no higher than ten percent (10%) of the total number of workstations or devices in MIA. Contractor will actively work with vendors to resolve repeat issues related to software and hardware problems.

23.5. Contractor will actively work with vendors to resolve repeat issues associated with workstations or devices experiencing more than three problems a month caused by hardware or software problems. Where such consistent problems continue, related to a hardware component, the County reserves the right to request that the hardware be replaced from available spares or full refurbishing of item.

23.6. Preventive Maintenance shall only be carried out on equipment that is not in use and in such a way that it will not affect the service levels or disrupt County/User's operation.

24. LIQUIDATED DAMAGES-MONETARY PENALTY:

24.1. The County shall impose a monetary penalty on the Contractor for; failing to achieve the required service levels, non-responsiveness or failure to complete scheduled Move Add and

Change (MAC) work within the designated time schedule, and other performance measurements as more fully described below:

	Performance Measurement	Penalty Summary
1.	Failure of Contractor to meet the monthly service levels as stated herein.	Contractor shall credit the County at a rate of $500 per incident.
2.	Failure of Contractor to resolve or implement an County approved work-around within four (4) hours from notification and approval from MDAD of critical or major problems.	Contractor shall credit the County at a rate of $2,500 per day for every critical or major classified problem related to CUPPS that is either not resolved or implemented and does not have an County approved workaround within four (4) hours of the problem.
3.	All projects, MACs, new installations, or provisioning shall be completed per the mutually agreed upon schedule and or the time frame if specified in this Agreement. If completion is not within ten percent (10%) of the schedule/goal, penalties will be invoked.	Missed deadlines will be assessed by the County that are within the control of the Contractor. Contractor shall credit back County at a rate of $500 per day in the event Contractor does not complete the work within ten percent (10%) of the agreed upon schedule/goal.
4.	Three or more documented complaints in any given month from County Management or Users / Tenants regarding the Contractor's responsiveness, or inability to complete restoration in a timely manner shall result in penalties being invoked.	Contractor shall credit the County at a rate of $250 per incident.

24.2. The Parties recognize that the extent and calculation of damages may be difficult to ascertain, therefore, they agree that penalties in the amount stated are reasonable and is in lieu of all other remedies.

24.3. All performance measurement penalties shown above shall be cumulative. The cumulative amount of all performance measurement penalties shall not exceed $125,000 per calendar year. The monetary penalties shall be deducted from the Contractor's invoice amount for the month. These monetary penalties shall not apply to the Contractor's invoice amounts that are attributable to third party intervention, or any external events outside the Contractor's control.

25. MAINTENANCE LOG:

25.1. The Contractor shall continuously maintain a log of all CUTE/CUPPS routine and corrective maintenance services performed. The maintenance log shall be made available to the Authorized County Representative at their request.

26. REPORTS:

26.1. The Contractor shall program the CUPPS to automatically generate (to the extent information and data is available) daily, on demand or at a predetermined time, the following reports:

26.1.1. Individual agent by date/log-in/log-out times
26.1.2. Airline and flight number/aircraft type
26.1.3. Number of adult/children/infants (the ACI Report)
26.1.4. Load factor/aircraft type
26.1.5. Number of boarding passes printed
26.1.6. Number of passenger tickets printed
26.1.7. Error rate by flight number/individual agent
26.1.8. Number of pieces/total weight by airline/flight number/aircraft type
26.1.9. Number of baggage tags printed
26.1.10. Error rate by flight number/individual agent
26.1.11. Available to switch from kilograms to pounds, or back to kilograms
26.1.12. Availability of CUPPS by each day in the month, with a monthly availability percentage calculated and disclosed within the report
26.1.13. The CUPPS shall have the ability to produce custom reports

27. SAFETY AND PROTECTION:

27.1. The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

28. BASIS OF PAYMENT:

28.1. The Contractor shall invoice monthly. A separate invoice is required for each month. Invoices shall be numbered sequentially. The contractor shall be paid in monthly installments for the services rendered during that month per unit prices found in Exhibit B – Schedule of Pricing. Invoicing against the General Allowance Account shall be from approved work orders.

29. FAILURE CLASSIFICATION:

Failures are classified either as CRITICAL or NON-CRITICAL.

A. Critical Failure

All failures are critical unless classified as non-critical as defined in 3.32B.

B. Non-Critical Failure

Non-critical failures are failures that do not significantly impact the operation.

30. ADDITIONAL OR EXTRA WORK:

30.1. The County reserves the right to add work to this Agreement, and to change work to be accomplished under this Agreement without invalidating the Agreement.

30.2. In the event the County exercises its right to change or add work under the Agreement, such work will be ordered and paid for as provided for in the Agreement.

30.3. Changes in the work may be initiated by written directive of the County. The Contractor shall submit a price quote to the County for their review, within twenty-one (21) calendar days of receipt of such directive. The Contractor shall maintain this price, for acceptance by the County, for a minimum of 90 calendar days after submittal. The cost or credit to the County for any change in the work shall be determined in accordance with the provisions of the Agreement. The Contractor shall not be compensated for effort expended in preparing and submitting price quotes.

30.4. The County and the Contractor shall negotiate an equitable adjustment to the Agreement Price for the Direct and Indirect Costs for the performance of such work.

30.5. The Contractor shall solicit not less than three (3) competitive bids from appropriate Subcontractors and vendors when so directed by the County. The Contractor shall submit the solicited bids to the County for approval or rejection.

30.6. The Operator shall be allowed as mark-ups over Direct Costs for all negotiated adjustments to the Agreement Amount or for work performed on either a negotiated lump sum basis the amount of ten percent (10%) such sum to include all profits and indirect costs related to such work.

30.7. The General Allowance Account shall be used to reimburse the Contractor for the actual costs for furnishing all labor, materials, equipment and services necessary for modifications or Extra Work required completing the Project because of unforeseeable conditions.

30.8. At such time as work is to be performed under the Allowance Account, if any, the work shall be incorporated into the Agreement, and shall in all respects be integrated into the work as a part of the Agreement as awarded.

30.9. No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account.

31. CHANGES IN THE WORK:

31.1. The County reserves the right to delete work from this Agreement, to add work to this Agreement, and to change work to be accomplished under this Agreement without invalidating the Agreement.

31.2. In the event the County exercises its right to change, delete or add work under the Agreement, such work will be ordered and paid for as provided for in the Agreement.

31.3. Changes in the work may be initiated by the issuance of a Bulletin by the Project Manager. The Supplier shall submit a price quote to the Project Manager for its review, within 21 calendar days of receipt of a Bulletin. The Contractor shall maintain this price, for acceptance by the County, for a minimum of 90 calendar days after submittal. The cost or credit to the County for any change in the work shall be determined in accordance with the provisions of the Agreement. The Contractor shall not be compensated for effort expended in preparing and submitting price quotes.

31.4. Changes in the work covered by the add/delete prices in the Bid Form shall be all inclusive. These prices will include all Direct Costs, remobilization and demobilization associated with the change, means and methods of execution, engineering and any associated work necessary.

32. DELETION OF WORK:

32.1. In the event the County exercises its right to delete any portion(s) of the work contemplated herein, such deletion will be ordered and the Total Agreement Amount will be adjusted as provided for in this Agreement by Change Order or by Work Order, as appropriate.

32.2. If any system, equipment, component or group covered by the Schedule of Values prices in the Bid Form is deleted, then the value of the deleted system, equipment, component or group as determined by multiplying the quantities by the add/deduct prices in the Bid Form shall be deducted from the Total Agreement Amount. If the deleted work is a subcomponent of a Schedule of Values item and the value of the work to be deleted cannot be readily ascertained, the Contractor shall supply all data required by the Project Manager to substantiate the amount of credit to be given the County. The Contractor shall not be entitled to any additional compensation if actual quantities of work performed are less than the estimated quantities shown in the Technical Specifications.

32.3. The Contractor shall be reimbursed for any actual reasonable expenses incurred prior to the notice of deletion of work as a result of preparing to perform the work deleted. The Contractor shall submit to the Project Manager all data required to substantiate the amount of compensation requested therefore. In no event shall the Contractor be entitled to compensation greater than the aggregate amount calculated in accordance with the add/deduct provisions of the Technical Specifications.

32.4. No payment(s) shall be made to the Contractor by the County for loss of anticipated profit(s) from any deleted work.

EXHIBIT B

SCHEDULE OF PRICING

(All prices in U.S. Dollars)

PROJECT: **COMMON USE TERMINAL EQUIPMENT/COMMON USE PASSENGER PROCESSING SYSTEM**

PROJECT NO.: **I113C**

The Contractor shall submit Applications for Payment on a monthly basis, pursuant to the following schedule:

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	*Seven (7) Years: Includes Deployment, Hardware Delivery & Spares, Monthly O&M, Monthly Cost	84	MO.	$364,785.61	$30,641,991.00
	SUB-TOTAL				$30,641,991.00
2	General Allowance Account (10%)				$3,064,199.10
3	Inspector General Account				$84,265.48
	TOTAL AMOUNT				**$33,790,455.58**

**** Total Payment for the seven (7) year Term to be paid in eighty-four (84) equal amounts.***

EXHIBIT C

IMPLEMENTING ORDER 3-41

SMALL BUSINESS ENTERPRISE PROGRAM

FOR THE PURCHASE OF GOODS AND SERVICES

AND

EXECUTED SCHEDULES OF INTENT AND SUBCONSULTANT AGREEMENTS

Implementing Order

MIAMI-DADE

Implementing Order No.: 3-41

Title: SMALL BUSINESS ENTERPRISE (SBE) PROGRAM FOR THE PURCHASE OF GOODS AND SERVICES

Ordered: 5/3/2011 **Effective:** 5/13/2011

AUTHORITY:

Sections 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Amendment and Charter and Section 2-8.1.1.1.1 of the Code of Miami-Dade County.

SUPERSEDES:

This Implementing Order supersedes previous Administrative Order 3-41, ordered April 19, 2005 and effective April 29, 2005.

POLICY:

A. This Small Business Enterprise ("SBE") Program shall apply to all County and Public Health Trust contracts for the purchase of goods and services, including professional services other than architectural, engineering, architectural landscape and land surveying professional services governed by Florida Statutes 287.055. The SBE Program shall not apply to construction; leases or rental of real property; licenses and permits; concessions; franchise agreements; contracts for attorney and/or legal services; nor contracts for investment banking services.

B. It is the policy of Miami-Dade County that a minimum of 10% of the total value of contracts $50,000 and under be awarded to Micro Enterprises,

C. Small Business Enterprise Measures may be applied to contracts greater than $50,000.

D. The application of contract measures to contracts for goods or services purchased by the Public Health Trust shall be governed by this Implementing Order, except that the Public Health Trust shall establish its own administrative procedures consistent with this Implementing Order to govern the application of contract measures to its purchases of goods and services except for construction and/or architectural and engineering services.

I. DEFINITIONS:

This Implementing Order incorporates completely, definitions listed in the SBE ordinance. Additional terms necessary for the understanding of this Implementing order, are listed below:

A. Billing means any request for payment by an SBE/Micro Enterprise, whether through a regular invoice, change order, claim, etc.

B. Board means the Board of County Commissioners of Miami-Dade County, Florida.

C. Compliance Monitor means the Director of the Department of Small Business Development or designee assigned to review compliance with Ordinance No. 05-29 and this Implementing Order.

D. Contract Measure means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.

E. Contracting Officer means a department director or his/her designee, who prior to award manages the bid process or post award and has primary responsibility to manage the contract and enforce contract requirements.

F. County means Miami-Dade County, Florida, a political subdivision of the State of Florida.

G. Debar means to exclude a contractor, its individual officers, its shareholders with significant interests, its qualifying agent, or its affiliated businesses from county contracting and subcontracting for a specified period, not to exceed five (5) years.

H. Micro Enterprise means a business entity certified by SBD to provide goods or services, having an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed $2 million, or a manufacturer with fifty (50) employees or less, or a wholesaler with fifteen (15) employees or less whose actual place of business is in Miami-Dade County.

I. NAICS means North American Industry Classification System.

J. NIGP means National Institute of Governmental Purchasing.

K. Review Committee or RC means the committee established by the County Mayor or designee to review proposed contracts for the

application of contract measures where SBD and the contracting department have not established consensus.

L. SBD means the Department of Small Business Development.

M. *Schedule of Intent Affidavit (SOI)* means a form contained in the bid documents of a SBE contract set-aside or a contract with subcontractor goals in which bidders list at the time of bid submission all SBEs to be used to meet the set-aside or the goal, and the scope of work each will perform, including the goods or services to be provided, and the percentage value of such work.

N. Small Business Enterprise (SBE) means a business entity certified by SBD, providing goods and services, which has an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed $5 million. The term Small Business Enterprise shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50 employees or less without regard to gross revenues whose actual place of business is located in Miami-Dade County. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.

The County Mayor or designee shall be authorized to adjust the SBE/Micro-SBE size limits every five (5) years at his/her discretion based on the Consumer Price Index for All Urban Consumers (CPI-U) calculated by the U.S. Department of Commerce or other appropriate tool of inflation measures as applied to Miami-Dade County for the preceding five (5) years. The first indexing adjustment shall occur for the 2013-2014 calendar year using the figures provided for the calendar year ended December 31, 2012, and every five (5) years thereafter. The County Mayor or designee shall advise the Board of any such adjustment.

O. Utilization Report means a report completed by the successful bidder on a contract that is set-aside, or on a contract with trade set-asides or subcontractor goals listing all work performed in the past month by the SBE identified in the Schedule of Intent Affidavit and all expenditures paid to date to the identified SBE.

P. Vendor is one who sells goods and/or services.

II. MANAGEMENT & TECHNICAL ASSISTANCE (MTA) PROGRAM

A. Description

The Department of Small Business Development (SBD) will provide management and technical assistance and community outreach to certified SBEs and Micro Enterprises performing as vendors and providing goods and/or services to Miami-Dade County. These services will be referred to as the "Program."

B. Program Requirements

For Micro/SBE firms to participate in the MTA Program they must meet certain program requirements, which includes regular meetings with SBD and participation in community outreach events.

C. Management and Technical Assistance Services

The Department of Small Business Development will be responsible for providing services to small businesses that should include, but should not be limited to pre- and post-award services and access to business management services. Each firm will be assigned a Technical Assistance Coordinator in order to assess and address their particular needs.

D. Community Outreach

The Department of Small Business Development shall provide community outreach to stimulate the interest of the small business community in the program. The department shall design and implement an outreach program that will communicate the advantages of the program as well as convincing potential participants that contracting opportunities exist. The program shall provide on-going recruitment and assistance to small businesses.

E. Program Restrictions

The following restrictions shall apply to the program applicant:

1. An applicant who exceeds the Small Business Enterprise (SBE) Program size standards after one year of being formally notified is prohibited from continued participation.

2. Firm must have an actual place of business in Miami-Dade County.

3. Loss of certification shall result in prohibition from the program.

III. BONDING AND FINANCIAL ASSISTANCE PROGRAM

A. Program Description

Upon the County Commission's approval of a Bonding and Financial Assistance Program and award of the contracts necessary to implement same, SBEs/Micro Enterprises that are certified and in good standing with Miami-Dade County may be eligible to receive bonding and financial assistance. The County shall establish guidelines and procedures for the implementation of the Financial Assistance program to include eligibility requirements for application.

B. Program Requirements

1. Bond Application Assistance Process

   Upon completion of the bond application package, the same shall be reviewed for completeness and thereafter shall be submitted to the entities with whom the County contracts for the Program. Any additional information required by such entities shall be requested directly from the SBE/Micro Enterprise with a copy of such request to SBD staff.

2. Bonding and Financial Application Process

   a. The Program participant will provide all the necessary documentation to complete a Bonding and/or Financial Assistance application. SDBD, through partnering relationships with bonding agencies and lending institutions, shall assist SBEs/Micro Enterprises in obtaining bonding and financial assistance.

   b. SBD shall assist the Program participant in preparing and completing the Bonding and/or Financial Assistance application package.

   c. Upon completion of the Bonding and/or Financial Assistance application package, SBD staff will perform a review of the Program participant's application for completeness and thereafter submit same to the entities with whom SBD has partnered for

the Program. SBD staff shall be notified of the approval status of the bonding or loan application.

IV. CERTIFICATION

A. Eligibility Requirements

1. SBD is the County agency responsible for certifying, decertifying and re-certifying applicants for the SBE/Micro Enterprise Program.

2. SBE/Micro Enterprise applicants must be profit-motivated businesses. Not-for-profit or non-profit corporations are not eligible for certification.

3. Only firms that meet size limits of SBEs/Micro Enterprises as to average annual gross revenues for the last three years or in the case of manufacturers and wholesalers - the number of full-time, permanent employees, may be certified as SBEs/Micro Enterprises.

4. Size determinations for SBEs/Micro Enterprises certification eligibility shall take into account the combined gross revenues of the applicant firm and all of its domestic and foreign affiliates or in the case of manufacturers and wholesalers – the number of full-time, permanent employees of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included. Section F below provides additional information regarding affiliation determinations.

5. Applicants and certified SBEs/Micro Enterprises must be properly licensed to conduct business in Miami-Dade County, must perform a commercially useful function with an actual place of business in Miami-Dade County, must be established for at least one (1) year, and must continue to perform a commercially useful function in Miami-Dade County to be eligible for certification or to remain certified. When determining whether the applicant has an actual place of business in Miami-Dade County, SBD shall consider evidence such as, but not limited to:

   a. The existence of a Miami-Dade County telephone number in the name of the SBE/Micro Enterprise or the

name with which the SBE/Micro Enterprise is doing business; and

b. Offices, premises related to business, or other facilities within Miami-Dade County at which the goods or services to be provided are produced or performed.

c. Local Business Tax Receipt issued by Miami-Dade County.

6. Interested parties may obtain the certification application from SBD and are encouraged to request an explanation of the certification process. A copy of the certification application and an explanation of the certification process are also available on SBD's Web Page through the County's Internet Portal. The Web Page address is http://www.miamidade.gov/sba.

B. Terms of Certification

1. Certification for an SBE/Micro Enterprise firm is valid for a three (3) year period. Certification for SBE/Micro Enterprises is continuous within the three year period with the firm's submission of an Affidavit for Continuing Eligibility. SBD shall require that all SBE/Micro firms, in order to continue eligibility, submit an affidavit for Continuing Eligibility annually on or before the Anniversary Date. The Affidavit for Continuing Eligibility shall include, at a minimum:

a. Most recent, signed, complete business tax return(s) or extension(s) for the firm and all affiliates.

b. Current business, professional licenses and certifications, and Local Business Tax Receipt issued by Miami-Dade County.

c. Current lease agreement or warrantee deed for the firm's actual place of business.

d. Notarized, sworn affiliation affidavit.

2. Additional supporting documentation may be required by SBD to verify eligibility.

3. SBD will take the following action if a SBE/Micro firm's Affidavit for Continuing Eligibility is not received on or before the Anniversary Date:

   a. SBD shall prepare a "Notice of Certification Removal".

   b. SBD shall mail the Notice to the SBE/Micro firm.

   c. SBD shall allow the SBE/Micro firm fifteen (15) days from the date of the notice to provide the "Affidavit for Continuing Eligibility" and supporting documentation.

   d. If the SBE/Micro firm does not provide the "Affidavit for Continuing Eligibility" and supporting documentation within the timeframe stipulated above, SBD shall decertify the firm and notify the firm of the writing of the decertification.

   e. The "Notice of Certification Removal" will be dated the day following the deadline established pursuant to "c." above.

4. An SBE/Micro Enterprise firm, its individual officers, its shareholders, its qualifying agent or its affiliated businesses that has been denied certification or continuing eligibility, or that has been decertified, is not eligible to apply for certification for twelve (12) months from the time of the denial or, decertification. Graduating firms may be eligible to reapply for certification, after filing and submitting their most recent corporate tax return subsequent to graduation, if and only if, said tax return was not previously considered.

5. An SBE/Micro Enterprise must be certified by the applicable type of goods and/or services it provides in accordance with the applicable NAICS/NIGP Commodity Code in which the SBE/Micro Enterprise is licensed (if applicable.) An SBE/Micro Enterprise can be certified in more than one NAICS/NIGP Commodity Codes. SBD will determine the appropriate codes for certification under the program based on the licenses held by the firm and experience submitted to SBD.

6. A business owner, alone or as a member of a group, shall own or control only one SBE/Micro Enterprise firm. If a non-SBE/Micro Enterprise in the same or similar line of business as an SBE/Micro Enterprise has an equity ownership of such

SBE/Micro Enterprise that exceeds ten (10) percent, the SBE/Micro Enterprise shall not be certified or recertified.

7. Certified SBEs/Micro Enterprises shall provide written notice to SBD of any changes that affect their eligibility as SBEs/Micro Enterprises. SBEs/Micro Enterprises shall submit a Change Request Form and supporting documentation describing the nature of the change, and the effective date of the change(s) to SBD within thirty (30) calendar days of the effective date of the change(s). Change Request Forms will be available on-line or upon receipt of written notification from the firm. This form must be completed and returned to SBD in order for the change to be processed by SBD.

8. An SBE/Micro Enterprise must have a valid certification in effect at time of bid submittal. For successful bidders, certification must be maintained from bid award throughout the duration of the agreement. With the exception of graduation from the SBE/Micro Enterprise program, loss of SBE/Micro Enterprise certification may lead to removal of the firm from continued participation in the SBE/Micro Enterprise program. SBD staff shall not be limited to Eligibility Review Meetings (ERMs) and/or site visits when attempting to determine continuing compliance with certification requirements.

C. Certification Process

1. SBD shall collect, analyze and verify all information needed to establish the eligibility of an applicant and continued eligibility of SBEs/Micro Enterprises.

2. SBD shall not certify an applicant, shall not grant continuing eligibility an SBE/Micro Enterprise, and shall decertify an SBE/Micro Enterprise who:

   a. Fails to comply with the criteria or procedures of the SBE Ordinance, this Implementing Order and/or participation provisions;

   b. Fails to complete the application process;

   c. Fails to provide full disclosure;

   d. Falsifies information; or

e. Has been debarred by the County.

3. SBD shall certify each SBE/Micro Enterprise by the type of good and/or service it performs in accordance with the applicable NAICS/NIGP code(s).

4. SBD shall give written notice, including the reasons for its decision, to applicants who are denied certification and to SBEs/Micro Enterprises who are decertified, or denied continuing eligibility, or have graduated.

5. SBD may require applicants and SBEs/Micro Enterprises to submit information regarding their business operations including, but not limited to, a breakdown of the applicant's or SBE's/Micro Enterprise's ownership and gross annual sales receipts.

6. SBD shall provide written procedures and/or forms for continuing eligibility to certified SBEs/Micro Enterprises no later than thirty (30) calendar days prior to their anniversary date.

7. SBD shall maintain and publish an updated list of SBEs/Micro Enterprises, identifying each listed based on each NAICS/NIGP commodity code(s) by which the SBE is certified.

D. Decertification

1. If during the period of certification, the County receives information that an SBE/Micro Enterprise received certification improperly or that the firm no longer qualifies to be certified as an SBE or Micro Enterprise, then SBD shall conduct an investigation of the allegations.

2. SBD shall decertify the firm if the investigation indicates that:

a. The firm cannot be contacted at the last known address;

b. The firm is no longer in business;

c. The firm is no longer licensed to do the type of business for which it was certified;

d. The firm obtained its original certification and/or recertification through false representation or deceit; or

e. The firm has been debarred by Miami-Dade County.

3. When decertifying an SBE/Micro Enterprise, SBD shall either:

a. Give notice to the SBE/Micro Enterprise that the decertification decision will be effective at the completion of any appeal under this Implementing Order; or

b. Suspend the certification of the SBE/Micro Enterprise during any appeal of the decertification decision.

E. Affiliation Determination

General: Only small firms that meet size limits of SBEs as to average annual adjusted gross revenues for the last three years or number of employees for manufacturers and/or wholesalers may be certified as SBEs. Size determinations for SBE shall take into account the combined gross revenues and/or employees of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included.

1. Affiliation: Firms are considered affiliates of each other when either directly or indirectly:

a. One firm controls or has the power to control the other, or

b. A third party or parties controls or has the power to control both, or

c. An identity of interest between or among parties exists such that affiliation may be found.

2. In determining whether affiliation exists, consideration shall be given to all appropriate factors, including but not limited to common ownership, related business lines or related scopes of work, common facilities, common management, and contractual relationships. Examples of affiliation include:

a. Nature of control in determining affiliation

1) Every firm is considered to have one or more parties who directly or indirectly control or have the power to control it. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.

2) Control can arise through stock ownership; occupancy of director, officer or key employee positions; contractual or other business relations; or combinations of these and other factors.

b. Identity of interest between and among persons as an affiliation determinant. Affiliation can arise between or among two or more persons with an identity of interest, such as members of the same family or persons with common investments in more than one firm. In determining who controls or has the power to control a firm, persons with an identity of interest may be treated as though they were one person.

3. Affiliation through stock ownership.

4. Affiliation through common management. Affiliation generally arises where officers, directors, or key employees serve as the majority or otherwise as the controlling element of the board of directors and/or the management of another firm.

5. Affiliation through common facilities. Affiliation generally arises where one firm shares office space and/or employees and/or other facilities with another firm, particularly where such firms are in the same or related industry or field of operations, or where such firms were formerly affiliated.

6. Affiliation with a newly organized firm. Affiliation generally arises where former officers, directors, principal stockholders, and/or key employees of one firm organize a new firm in the same or a related industry or field of operation, and serve as its officers, directors, principal stockholders, and/or key employees, and the firm is furnishing or will furnish the other firm with sub-consulting agreements, financial or technical assistance, proposal or

performance bond indemnification, and/or other facilities, whether for a fee or otherwise.

7. Affiliation through contractual relationships. Affiliation generally arises where one firm is dependent upon another firm for consulting agreements and business to such a degree that its economic viability would be in jeopardy without such agreements/business.

8. Affiliation under joint venture arrangements

V. JOINT VENTURES BIDDING ON CONTRACTS WITH SBE MEASURES

A. Bidders who are joint ventures, one of whose venturers is an SBE, may receive credit towards meeting an SBE contract measure where the joint venture has been approved by SBD in accordance with this Implementing Order. Joint ventures must be lawfully established as business entities with actual places of business in Miami-Dade County.

B. Joint Ventures must be approved by SBD prior to bid submittal. A joint venture is permissible only where the SBE/Micro Enterprise lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE/Micro Enterprise. However, where SBD concludes that an SBE/Micro Enterprise brings only its certification as contribution to the joint venture relationship SBD will not approve the joint venture. A Joint Venture Agreement is complete when it includes all required supporting information.

C. The SBE/Micro Enterprise member of the joint venture shall be responsible for a distinct clearly defined portion of work of the contract and whose share in the capital contribution, control management, risks and profits of the joint venture are commensurate with its ownership interest.

D. Agreements establishing joint ventures shall be in writing and shall specify work and financial risk assumed by the SBE/Micro Enterprise.

E. Bid and contract documents shall require that the portion of the work to be performed by the SBE/Micro Enterprise member of the joint venture be set forth in detail separately from the work to be performed by the non-SBE/Micro Enterprise member.

F. A joint venture agreement must specify the distribution of profits for the Joint Venture and must specify what the combined SBE or Micro Enterprise participants will receive and the specified percentage of the profits earned by the Joint Venture.

G. Joint ventures must submit, prior to bid or proposal submission, a Joint Venture Agreement containing the following:

1. A description of the financial contribution of each member;

2. A list of the personnel and equipment used by each member;

3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;

4. An explanation of how profits and/or losses will be distributed;

5. A description of any management or incentive fees for the member;

6. A statement of the percentage of the joint venture that is owned and controlled by the qualifying members and the basis for such percentages; and

7. A copy of any required State certificates or registrations.

H. Joint ventures with at least fifty-one (51) percent SBE membership may bid on set-aside contracts valued $500,000 and above. The SBE/Micro Enterprise participant in the joint venture shall count towards meeting any subcontract goal with that portion of the total dollar value of the contract equal to the distinct clearly defined portion of the work that the SBE/Micro Enterprise performs.

I. If the SBE member of the joint venture is unable to perform at anytime during the contract period, the non-SBE member shall subcontract with an SBE to provide the services to be provided by the prior SBE member. The non-SBE member must request approval for the change from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The request must include a Schedule of Intent Affidavit and verification from the SBE member that it is unable to perform. The Compliance Monitor shall review the request and make a recommendation regarding the SBE subcontractor to the Contracting Officer.

VI. PROGRAM MANAGEMENT

A. Contracts $50,000 and Under

1. County Departments/agencies that issue or use contracts are required within the fiscal year to expend a minimum 10% of the total value of contracts for goods and/or services $50,000 and under with Micro Enterprises. An automatic 10% bid preference will be applied to bids/quotes submitted by Micro Enterprises. The preference amount shall be deducted from the total bid or quoted price in order to calculate the price to be used for evaluation. County Departments are also required to solicit bids or quotes from at least four firms where available (two available certified Micro Enterprises and two non-certified firms).

2. SBD shall review reports of the utilization of Micro Enterprises and shall inform departments failing to meet the requirements set forth herein, and shall report awards to Micro Enterprises to the BCC bi-annually.

B. Contracts Greater than $50,000

1. Prior to advertisement, each contract, purchase, or blanket purchase of goods or services in excess of fifty thousand dollars ($50,000), and each purchase order that may accumulate an aggregate amount greater than fifty thousand dollars ($50,000) shall be reviewed for the application of contract measures.

2. Departments shall submit contracts to SBD to review for the application of measures and shall work in conjunction with SBD in making a recommendation. SBD shall seek concurrence with the issuing and user departments when making a recommendation. Departments shall advise SBD of any contract advertisement dates that are in excess of 120 days of the initial RC recommendation. Departments shall also advise SBD of any projects not advertised within 180 days of the recommendation. Those contracts not advertised within 180 days will be re-submitted to SBD for reconsideration.

3. Department shall advise SBD of any changes in bid specifications, post award changes and all contracts with measures that are cancelled.

4. The County Mayor or designee may approve emergency purchases with measures that meet the County's definition of emergency. Such measures shall be submitted to SBD for ratification.

5. Standard participation provisions shall be included in all contract documents with applied measures unless SBD approves substitute proposal documents.

VII. CONTRACT ADMINISTRATION

A. Pre-Award Compliance Review

1. Bid documents shall require bidders to submit a completed Schedule of Intent Affidavit at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal, the commodity code of the work each will perform, the dollar value of such work, and incorporating the prompt payment obligations and rights provided by the SBE Program. Upon notification from SBD, bidders are allowed up to 48-hours to cure correctable defects on the Schedule of Intent Affidavit. Correctable defects may include: percentage of work not identified for subcontractor on Schedule of Intent Affidavit signed by subcontractor, no signature of subcontractor on the Schedule of Intent Affidavit and no signature of prime contractor on the Schedule of Intent Affidavit. Non-correctable defects may include: blank Schedule of Intent Affidavit and listing of non-certified subcontractor. Failure to correct defects within 48 hours of notification by SBD may be deemed non-responsive. Failure to submit the required Schedule of Intent Affidavit shall deem the bid/proposal non-responsive.

2. The Compliance Monitor shall notify the bidder in writing stating the facts and the reasons on which the non-compliance is based. Upon notification from SBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. The bidder shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Intent Affidavit will be accepted.

3. The Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or noncompliance.

VIII. APPLICATION OF CONTRACT MEASURES

A. Set-asides:

The County Commission or Public Health Trust may determine it is in its best interest to waive competitive bidding or selection requirements and set-aside a contract for SBEs where, prior to bid advertisement, there are at least three (3) available SBEs to perform the set-aside contract.

B. Subcontractor Goals:

A recommendation to apply a subcontractor goal is appropriate when there are three or more certified firms available to provide the portion of the contract.

C. Bid Preference:

1. A 10% percent bid preference shall apply to contracts $1 million or less and 5% percent on projects greater than $1 million that are not set-aside. The preference shall be utilized for bid evaluation, and shall not affect the contract price. SBEs are not accorded a bid preference on contracts under $50,000. Contract documents shall include standard language indicating the application of a bid preference.

2. On contracts on which a preference is applied, SBD shall conduct a periodic review of contracts hereunder and will prepare a report to the issuing department's director.

D. SBE Selection Factor

1. Any bidder that is an SBE or a joint venture with an SBE, shall be accorded a selection factor on RFPs, RFQs, and RFIs for contracts greater than $50,000 that are not set-aside for bidding solely by SBEs. Contract documents shall include standard language indicating the application of a selection factor.

E. Review Process

1. SBD shall publish a list of projects under review daily on the department's webpage. SBD shall review the proposed contracts and the departmental recommendations. Should SBD and the Department(s) not reach consensus, on recommended measures or goals, and when public input

requires deliberation regarding the measure/goal the contract will go through the Review Committee Process, as detailed below. Upon obtaining departmental concurrence with the recommended measure, SBD shall post projects and recommended goals daily on the SBD web page.

2. SBD shall consider public comments in writing on projects pre- and post measure or goal recommendations.

3. All projects with recommended measures shall contain language to allow for public comment to be submitted to SBD within 36 hours of posting via a designated email address or mail.

4. All advertised projects shall contain language to allow for public comments to be submitted to SBD within 36 hours of date of advertisement via a designated email address or mail. SBD and the contracting department shall review comments and make recommendations, as applicable, to the Mayor or designee.

5. Changes to goal recommendations, approved by the Mayor or designee, as a result of public comment shall require issuance of an addendum to the project advertisement.

F. Review Committee Process

SBD is responsible for recommending to the Mayor or designee whether to apply SBE set-asides or subcontractor goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

1. All recommendations shall be agreed upon between SBD and the contracting department, prior to final recommendation to the Mayor or designee.

2. The Mayor or designee shall establish a standing Review Committee (RC) to meet periodically, or as often as needed, to review projects in which consensus was not established between SBD and the contracting department and when public input requires deliberation regarding the measure/goal. The RC will make recommendations to the Mayor or designee.

3. The RC shall conduct public deliberations and make recommendations whether to apply SBE set-asides or

subcontractor goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

4. The standing members of the RC shall be: Director, Public Works Department; Director, Office of Capital Improvements; Director, Department of Procurement Management; a rotating Director of the County's capital departments or their designees; and a County Manager appointed Chairperson. A quorum of the RC shall be three (3) members. Staff support shall be provided to the Review Committee by SBD.

5. SBD shall staff the RC and make recommendations of measures to the RC and County Mayor or designee.

6. The RC shall meet as needed. SBD shall timely publish meetings, listing the meeting location, date, and time. All RC meetings are subject to Government-in-the-Sunshine requirements. The chair shall allow participation of the public at RC meetings consistent with accomplishing the agenda of the RC.

7. The RC shall have authority to promulgate rules of general application to carry out its responsibilities, which rules are subject to review and approval by the County Mayor or designee.

8. The RC may, after public deliberation and consideration of alternatives, accept, reject, modify or otherwise alter the staff recommendation. The County Mayor or designee may accept, reject, modify or otherwise alter SBD's recommendations. The Board of County Commissioners may accept, reject, modify or otherwise alter the County Manager's recommendations. The Mayor may accept or veto the Board of County Commissioners' recommendations. In accordance with the policy established by the Board of County Commissioners, the Board of County Commissioners may overrule the Mayor's veto.

IX. BIDDER'S RESPONSIBILITY WHERE A SBE SUBCONTRACTOR GOAL IS APPLIED:

Bid documents to which an SBE subcontractor goal is applied shall require bidders to submit a signed Schedule of Intent Affidavit at the time of bid submission identifying all SBEs to be utilized to meet the SBE subcontractor goal. Each Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform if appropriate,

including the type goods or services the SBE will provide. Bidders/proposers shall be allowed up to 48-hours to cure correctable defects in the Schedule of Intent Affidavit. The Successful Bidder shall enter into a written subcontract agreement for approval, corresponding in all respects to the Successful Bidder's Schedule of Intent Affidavit to include the type of goods and services the SBE is to provide and the percentage and price. Each subcontract agreement shall incorporate the prompt payment obligations and rights provided by the Small Business Enterprise Program.

X. PROMPT PAYMENT:

It is the County's intent that all firms, including SBEs and Micro Enterprises providing goods and services to the County, shall receive payments promptly in order to maintain sufficient cash flow. The prime vendor in direct privity with the SBE must notify the SBE, the managing agency and SBD, in writing, of those amounts billed by the SBE that are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing by the SBE/Micro Enterprise. Failure of the prime vendor to comply with the applicable requirements of this Section shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming.

A. Contracting Officer's Responsibilities

1. The Contracting Officer administering a contract with an SBE measure shall forward undisputed billings from SBE/Micro Enterprise prime contractors to the Finance Department for payment within 14 calendar days of receipt of such billings.

2. The Contracting Officer must notify the SBE/Micro Enterprise prime contractor and SBD, in writing, of those amounts billed by the SBE/Micro Enterprise that are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing by the SBE/Micro Enterprise. Failure of the Contracting Officer to comply with the applicable requirements of this Section shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE/Micro Enterprise and payment shall be forthcoming from the County by the next billing date or 30 calendar days from receipt of billing, whichever is less.

3. An SBE/Micro Enterprise prime contractor may invoice the County 1% interest per month for any undisputed amount that is not paid promptly as provided by this subsection.

4. SBD may investigate reported instances of late payment to SBEs/Micro Enterprises.

5. Departments shall report disputed invoices to the Board on a quarterly basis.

XI. POST AWARD COMPLIANCE AND MONITORING

A. SBD shall monitor and enforce the compliance of the vendor with the requirements of this Implementing Order, and any related program requirements, during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.

B. Successful Bidders and SBE/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.

C. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted private when necessitated by County staff.

D. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by SBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.

E. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in the Schedule of Intent Affidavit submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from SBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.

F. SBD shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her

discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:

1. Termination of an SBE's subcontract agreement

2. Reduction in the scope of work to be performed by an SBE

3. Modifications to the terms of payment or price to be paid to an SBE

4. Failure to enter into a contract with an SBE being utilized to meet a contract measure

G. If, after execution of a subcontract agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, an SBE, who entered into such subcontract has committed a material breach of the subcontract agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the subcontract agreement. The procedures of paragraphs H and I below apply to this paragraph.

H. County's Determination of Bidder's Excusal or Termination of SBE Subcontract Agreement.

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph I below apply to this paragraph.

I. Alternative Subcontracts.

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under this Implementing Order

and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and submit a Schedule of Intent Affidavit and enter into an alternative subcontract or subcontracts for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The Successful Bidder must submit to the Compliance Officer a Schedule of Intent Affidavit and subcontract agreement with the new SBE and provide all documentation required by the County. A Successful Bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County. The procedures of paragraphs 1 and 2 below apply to this paragraph:

1. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.

2. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten business days of receipt of these objections.

XII. CONTRACTUAL SANCTIONS

A. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's or SBE/Micro Enterprise's violation of or failure to comply with the Small Business Enterprise Program Ordinance and this implementing order may result in the imposition of one or more of the following sanctions:

1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;

2. Work stoppage; or

3. Termination, suspension, or cancellation of the contract in whole or part.

B. In the event a bidder or SBE/Micro Enterprise attempts to comply with the provisions of this implementing order through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE/Micro Enterprise may also be subject to debarment.

C. The foregoing notwithstanding, the Mayor or designee shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.

D. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contract. The procedures for making up the SBE deficit shall follow SBD policy.

E. Some of the contractual violations that may result in the imposition of sanctions listed in this implementing order include, but are not limited, to the following:

1. An SBE/Micro Enterprise serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;

2. A prime vendor not meeting SBE contract measure;

3. Not obtaining or retaining SBE/Micro Enterprise certification while performing work designated for SBE/Micro Enterprise firms;

4. Failure to timely submit utilization reports;

5. Failure to comply with SBE/Micro Enterprise certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;

6. Failure to maintain certification;

7. Deviations from the SBE Schedule of Intent Affidavit without prior approval from SBD;

8. Termination of the SBE's Schedule of Intent Affidavit without prior approval from SBD;

9. Reduction of the scope of work of a first tier SBE subcontract without prior approval from SBD; and

10. Modifications to the terms and/or prices of payment to an SBE without prior approval from SBD.

11. Failure to comply with the Living Wage Ordinance pursuant to Section 2-8.9 of the Code of Miami-Dade County.

XIII. Administrative Penalties

Administrative penalties may range from de-certification to debarment. The County Mayor or designee may impose, notwithstanding any other provision of this section, one or more of the following penalties for violation of or noncompliance with this implementing order and bid documents:

A. The exclusion from county contracting and subcontracting for a specified period of time, not to exceed three (3) years, of a contractor, its individual officers, its shareholders with significant interests, and its affiliated businesses.

B. The loss of eligibility to be certified as an SBE or Micro Enterprise for a specified period of time, not to exceed three (3) years, for an applicant or a SBE or Micro Enterprise, its individual officers, its shareholders with significant interests, and its affiliated businesses.

C. Where a contractor, its individual officers, shareholders with significant interests, or its affiliated businesses, attempts to comply with the provisions of this implementing order through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, and SBE

or Micro Enterprise certification for a specified period of time, not to exceed 5 years.

D. If any individual or corporation, partnership or other entity, or any individual officer, shareholder with significant interests, director or partner of such entity or affiliated business of such entity participates in an attempt to comply with the provisions of this implementing order through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, subcontracting, and SBE or Micro Enterprise certification, for a specified period of time, not to exceed five (5) years.

E. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was pervasive, the Mayor or designee may order that the contract work be suspended or terminated, and that the non-complying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from bidding on or otherwise participating in County construction contracts for a period not exceed three (3) years.

F. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in an amount equal to 10% of the amount thereof; for the second deficit, a penalty in an amount equal to 20% thereof; for the third and successive deficits, a penalty in an amount equal to 30% thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Section the program.

G. If the required payment is not made within thirty (30) days of the administrative hearing or final resolution of any appeal there from, the non-complying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County construction contracts for a period not to exceed three (3) years.

XIV. Appeals Process

A. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of this Implementing Order, Section 2-8.1.1.1.1, Code of Miami-Dade County, as amended, or implementing bid documents may appeal such action. The Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process. The affected party may appeal the determination by filing a written appeal with the Director of SBD within thirty (30) days of receipt of the notice. This appeals process does not apply to appeals of decisions made pursuant to bid documents implementing the SBE program when such bid documents provide procedures for appeals of such decisions.

B. Decisions by the County Mayor under this Implementing Order shall be final.

C. PROCEDURES FOR ADMINISTRATIVE HEARING:

The procedure for administrative hearings shall provide that:

1. SBD will schedule a hearing date before a hearing officer, upon timely receipt of a request for an administrative hearing along with a $250 nonrefundable filing fee to appeal certification denial, decertification or a determination of non-compliance with the requirements of this Implementing Order, section 2-8.1.1.1.1, Miami-Dade County, as amended, or implementing bid documents.

2. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.

3. SBD shall serve upon the firm, contractor (or subcontractor) and/or lessee a notice of hearing within five (5) working days of the appointment of the administrative hearing officer. Such notice shall include:

   a. A copy of SBD's determination of non-compliance, as appropriate, outlining alleged prohibited practices upon which it is based;

b. A description of the administrative penalties being considered;

4. An administrative hearing shall be scheduled to be heard before an administrative hearing officer within twenty (20) days after service of the notice. The notice shall also advise the appellant that he or she may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them.

5. Within five (5) days after completion of the administrative hearing, the administrative hearing officer shall submit his/her findings of facts, conclusions and recommendations together with a transcript of all the evidence taken before him/her and all the exhibits received by him/her, to the Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

D. QUALIFICATIONS OF HEARING OFFICERS:

1. Administrative hearing officers shall be residents of Miami-Dade County who possess outstanding reputations for civic pride, interest, integrity, responsibility, and business or professional ability. Appointments shall be made by the County Mayor or designee. The list of administrative hearing officers should include retired judges who are licensed and admitted to practice law in the State of Florida, or arbitrators or mediators certified by the Eleventh Judicial Circuit or State Bar Association. Appointees should become acquainted with this Implementing Order and the provisions of section 2-8.1.1.1.1, Code of Miami-Dade County, as amended, applicable to the particular violation(s) to be heard. Additional qualifications include, but are not limited to, experience in equal opportunity, anti-discrimination, contacting, procurement, bonding or financial services activities. Such appointments shall be submitted to the Clerk of the Board of County Commissioners for ratification by the Clerk. The Clerk shall submit an annual report to the Board on the number of women who have served as administrative hearing officers.

2. The County Mayor or designee shall appoint as many administrative hearing officers as are deemed necessary. Every effort will be made to ensure that the appointment of hearing officers reflect the diversity of the demographics of Miami-Dade County. Appointments shall be made for a term of one (1) year. Any administrative hearing officer may be reappointed at the discretion of the County Mayor, subject to ratification by the Clerk of the Board of County Commissioners. There shall be no limit on the number of reappointments that may be given to any individual administrative hearing officer; provided, however, that a determination as to reappointment must be made for each administrative hearing officer at the end of his or her one-year term. The County Mayor shall have the authority to remove administrative hearing officers at any time. Appointments to fill a vacancy shall be for the remainder of the unexpired term.

3. Administrative hearing officers shall not be County employees but shall be compensated for their services.

4. The Miami-Dade County Attorney's Office shall serve as general counsel to the administrative hearing officer.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

County Manager

Approved by the County Attorney as
to form and legal sufficiency

MIAMI-DADE COUNTY

SCHEDULE OF INTENT AFFIDAVIT (SOI)

SMALL BUSINESS ENTEPRISE PROGRAM

THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE MEASURES

Name of Bidder/Proposer SITA Information Networking Computing USA Inc. Contact Person Mark Gallagher

Address 3100 Cumberland Blvd. Ste. 200 Atlanta GA 30339 Phone 770.303.3612 Fax 770 612 2208 Email mark.gallagher@sita.aero

Project Name Common Use Passenger Processing System Renewal (CUPPS Renewal) Project Number I113C

SBE Contract Measure 12%

This section must be completed by the Bidder/Proposer and the SBE Subcontractor that will be utilized for scopes of work on the project

Name of Bidder/Proposer	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Commodity Code	Type of SBE work to be performed by Bidder (if applicable)	Bidder % of Bid
SITA Information Networking Computing USA, Inc.	n/a	n/a	48119	n/a	88%
				Prime Contractor Total Percentage:	88%

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	Commodity Code	Type of SBE work (Goods and Services) to be performed by Subcontractor	Subcontractor % of Bid
TNR Accounting Services	15293	29 Feb 2016	91829	Technicians	6%
			Subcontractor Total Percentage:		6%

I certify that the representations contained in this form are to the best of my knowledge true and accurate. I affirm that I will enter into a sub-contract agreement with the above listed SBE subcontractor if awarded the listed project.

Bidder/Proposer Signature	Bidder/Proposer Print Name	Bidder/Proposer Print Title	Date
	SITA/Mark Gallagher	Vice President	02/07/13

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subcontractor Signature	Subcontractor Print Name	Subcontractor Print Title	Date
	Tanya Ryan	President	02/07/13

☐ **Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.**

SBD 504

MIAMI-DADE COUNTY

SCHEDULE OF INTENT AFFIDAVIT (SOI)

SMALL BUSINESS ENTEPRISE PROGRAM

THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE MEASURES

Name of Bidder/Proposer SITA Information Networking Computing USA Inc. Contact Person Steve Fulford

Address 3100 Cumberland Blvd. Ste. 200 Atlanta GA 30339 Phone 770.303. Fax 770612.2209 Email steve.fulford@sita.aero

Project Name Common Use Passenger Processing System Renewal (CUPPS Renewal) Project Number I 113C

SBE Contract Measure 12%

This section must be completed by the Bidder/Proposer and the SBE Subcontractor that will be utilized for scopes of work on the project

Name of Bidder/Proposer	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Commodity Code	Type of SBE work to be performed by Bidder (if applicable)	Bidder % of Bid
SITA Information Networking Computing USA., Inc.	n/a	n/a	488119	n/a	88%
				Prime Contractor Total Percentage:	88%

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	Commodity Code	Type of SBE work (Goods and Services) to be performed by Subcontractor	Subcontractor % of Bid
IMAAS Consolidated Inc. d/b/a Konvergence	10862	9/30/2014	networking svcs.	Technicians	6%
			Subcontractor Total Percentage:		

I certify that the representations contained in this form are to the best of my knowledge true and accurate. I affirm that I will enter into a sub-contract agreement with the above listed SBE subcontractor if awarded the listed project.

Bidder/Proposer Signature	Bidder/Proposer Print Name	Bidder/Proposer Print Title	Date
	SITA/Mark Gallagher	Vice President	30 November 2012

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subcontractor Signature	Subcontractor Print Name	Subcontractor Print Title	Date
	Stacy Hitt	President/CEO	30 November 2012

☐ **Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.**

SBD 504

Small Business Enterprise Subcontract Agreement
for
MDAD/SITA Common Use Passenger Processing System
between
SITA Information Networking Computing USA Inc. and TNR Accounting Services, Inc.

This Subcontract Agreement (this **"Agreement"**) is entered into this 7th day of February, 2013 (the "Effective Date"), between SITA Information Networking Computing USA Inc., a Delaware corporation ("SITA"), with offices at 3100 Cumberland Boulevard, Atlanta, GA 30339) and TNR Accounting Services, Inc. ("TNR") with offices at 8333 NW 53rd Street, Suite #450, Doral, Florida 33178 for a Project known as the Common Use Passenger Processing Systems for Miami-Dade Aviation Department ("MDAD") (the **"Project"**). The Services described herein shall be performed in accordance with the Prime Contract Common Use Passenger Processing Systems Agreement dated July 1, 2013 (the **"Prime Contract"**) between SITA and Miami-Dade Aviation Department ("MDAD"), and in accordance with all plans, specifications, addenda and other Contract Documents attached to or incorporated into the Prime Contract for the Project. This Agreement is null and void if the contemplated Common Use Passenger Processing Systems Agreement (the "Prime Agreement") is not executed between Miami-Dade Aviation Department ("MDAD") and SITA prior to July 1, 2013, or if TNR fails to qualify as a County-approved Small Business Enterprises ("SBE") in Miami-Dade County.

The Parties acknowledge and agree that the Contract Documents, which are binding on TNR, include this Agreement, and the Prime Contract and any general, specific or supplemental conditions, technical specifications, drawings, specifications, addenda, amendments, modifications, and all other documents forming, or by reference made a part of the Prime Contract between SITA and MDAD. For purposes of this Agreement, all of the above-referenced Contract Documents shall be considered part of this Agreement and terms and conditions of the Prime Contract shall flow down to TNR as applicable. Nothing in the Contract Documents shall be construed to create a contractual relationship between persons or entities other than SITA and TNR. If, however, any provision of this Agreement irreconcilably conflicts with a provision of the Prime Contract, the provision imposing the greater duty or obligation shall govern.

1. **Services**
   1.1. Performance: TNR shall perform the services ("Services") described in this document and in Attachment A.
   1.2. Payment: As compensation for the performance of Services, SITA will pay TNR, as a Small Business Enterprise, the fees as specified in Attachment B. The total value of the Agreement will not be more than 6% of the annual base (between MDAD and SITA) under the Prime Contract. TNR will invoice SITA monthly, and be paid no later than thirty (30) calendar days of receipt of TNR's proper invoice by SITA, in accordance with Miami-Dade County prompt payment requirements.

2. **Relationship of Parties**
   2.1 TNR is an independent contractor and is not an agent or employee of, and has no authority to bind, SITA by contract or otherwise. TNR will perform the Services under the general direction of SITA at all times. The employees furnished by TNR to perform the work shall be deemed to be TNR employees exclusively and said employees shall be paid by TNR for all services in this Agreement. TNR shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Workers Compensation, Income Tax and other reports and deductions required by any applicable County, State or Federal Law.

2.2 TNR shall designate an officer, agent or employee to act in TNR's behalf with respect to this Agreement. The representative shall serve as TNR's representative in all dealings with SITA under this Agreement and will have the authority to carry out all the duties specified herein or necessarily implied from this Agreement and to approve changes in the Scope of Work hereunder and be available during working hours as often as may be necessary to examine information submitted to SITA, to render decisions and to furnish information in a timely manner.

2.3 TNR shall provide to SITA, for approval, a list of key personnel within five (5) days of the execution of this Agreement. TNR will also submit the resumes of proposed key personnel for approval. All personnel must be able to pass the security clearance and be able to obtain a security badge from the Airport Security Office. An airport badge is required at all times and is a requirement for employment at the airport. SITA will notify TNR of key person approval and badging status prior to any actual assignments of personnel. All personnel assigned to this Agreement by TNR shall cooperate with MDAD and MDAD's Client Airlines ("Airlines") personnel in performance of the Scope of Work. If any of TNR's assigned staff fail to so cooperate or comply with the directions of SITA personnel, MDAD or Airlines, and the requirements of the Scope of Work, SITA may, at its sole discretion, meet with TNR to explain the degree and nature of the failure and seek remedies up to and including dismissal. If appropriate adjustments in the performance of the assigned staff are not made as a result of this meeting, TNR will relieve said assigned personnel of their duties and recover the Airport security badge immediately upon receiving said request in writing from SITA.

3. **Confidential Information** In connection with this Agreement TNR and its employees and agents may have access to private and confidential information owned or controlled by SITA. All such information is considered Trade Secrets, pursuant to Florida's Statutes Chapter 812.081(1)(c) and shall remain SITA's exclusive property. TNR shall obligate its employees and agents to keep any and all such information confidential. Neither SITA's personnel nor its agents nor TNR's personnel may copy or disclose any information to others without SITA's prior written approval and shall return all tangible copies of such information to SITA promptly upon request in accordance with Florida Law. Nothing herein shall limit either party's use or dissemination of information not actually derived from the other party or information which has been or subsequent is made public by SITA or with SITA's consent.

4. **Ownership of Documents**
TNR agrees that all documents, reports, materials, or other subject matter prepared, procured or produced by TNR arising out of the work performed under this agreement shall be the property of SITA, and all such documents, reports, materials, or other subject matter shall be delivered to SITA, on behalf of MDAD, as directed by SITA pursuant to this Agreement and/or Scope of Work or upon any termination thereof.

5. **Termination and Expiration**
5.1 SITA may terminate this Agreement for convenience with the express written consent of MDAD, giving TNR the same notice that may have been received from MDAD under the Prime Contract.
5.2 Either party may terminate this Agreement in the event of a breach by the other party of this Agreement if such breach continues uncured for a period of ten (10) business days after written notice.
5.3 Unless terminated earlier, this Agreement will expire upon the completion of the PrimeContract.
5.4 Upon the expiration or termination of this Agreement , each party will be released from all obligations to the other arising after the date of expiration or termination.

6. **Limitation of Liability**
IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS OR INDIRECT SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE TOTAL LIABILITY OF TNR TO SITA UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) SHALL IN NO EVENT EXCEED THE TOTAL CONTRACT VALUE UNDER THIS AGREEMENT.

7. **Scope of Work**
TNR will provide site technicians or other required personnel for MDAD's Common Use Passenger Processing Systems ("CUPPS"), as supplied by SITA to MDAD with respect to the Prime Contract that shall include support, maintenance, installation and all other work assigned by SITA in execution of its CUPPS contract with MDAD. All TNR personnel will be required to have knowledge of CUPPS and participate in any training deemed necessary by SITA or MDAD. The TNR personnel will be required to meet or exceed all performance requirements of the CUPPS Contract between MDAD and SITA. The support coverage is 24 hours per day, seven days per week, and includes all major Holidays. The prospective TNR employee(s) must be willing to work in shifts, including overnights, weekends and all major Holidays, as directed by SITA.

8. **Required Insurance**
TNR shall maintain the following insurance throughout the performance of this Contract until the CUPPS Contract has expired. Certificates of insurance are acceptable for the following items:
   - Worker's Compensation, as required by Florida Statutes Chapter 440;
   - Automobile Liability Insurance, covering all owned, non-owned, leased and hired vehicles used in conjunction with the work in an amount not less than $1,000,000 combined single limit for bodily injury and property damage liability, or any amounts mandated by MDAD;
   - Public Liability Insurance, on a comprehensive basis, including Contractual Liability, in an amount not less than $5,000,000 combined single per occurrence for bodily injury and property damage, or any amounts mandated by MDAD; SITA and MDAD must be shown as an additional insured with respect to this coverage.

9. **E-Mail**
All TNR employees will require an e-mail account and will be expected to read and reply in a timely manner, daily. The exception to this would be vacations or approved days off that they are not on call. There shall be no inappropriate e-mails used by TNR employees which includes but is not limited to illegal file-sharing, pornographic materials, etc. while on duty at the airport.

10. **General**
10.1 Governing Law: Severability. This Agreement will be governed by and construed in accordance with the laws of the State of Florida excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.
10.2 Notices: Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, or by a recognized express courier at the addresses specified below or such other address as the parties specify in writing. Such notices will be effective upon receipt as documented by the delivery medium.
10.3 Complete Understanding – Modification: This Agreement constitutes the complete and exclusive understanding of this Agreement by the parties and supersedes all prior understandings and

agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, notification or amendment of any provision of this Agreement will be effective only in writing and signed by the parties hereto.

10.4 Provisions of this Agreement which, by their nature, would survive final completion and acceptance of the Services shall remain in full force and in effect after the date of final completion and acceptance, or termination.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

SITA Information Networking Computing USA Inc.
3100 Cumberland Blvd, Suite 200, Atlanta, GA 30339

By: _____

Name: MARK A. GALLAGHER

Title: VP, SITA

Date: 7 FEBRUARY 2013

TNR Accounting Services, Inc.
8333 NW 53rd Street, Suite #450, Doral, Florida 33178

By: _____

Name: TANYA N. RYAN

Title: PRESIDENT TNR

Date: 2/7/2013

Attachment A:

TNR Site Technician Job Description

POSITION PURPOSE

Ensure that the equipment constituting the SITA CUPPS (Common Use Passenger Processing Systems) system is correctly installed, operated and well maintained.

CUPPS serves the air transport industry by providing standardized workstations (PC's) at an airport, enabling airlines or the handling agents to access their own respective applications in real time at positions throughout the airport. CUPPS benefits airport authorities by optimizing existing limited passenger terminal infrastructures. It facilitates the flexibility required by airlines to enable them to better serve their customers in a shared passenger terminal while accommodating their demand to ensure service differentiation. SITA provides a turnkey solution for an airport, providing installation, implementation, operation and overall administration of the various CUPPS and AirportConnect products, including AirportConnect CUPPS, AirportConnect Open, AirportConnect CUSS (common use self-service).

KEY TASKS & RESPONSIBILITIES

- Provide corrective hardware maintenance problems on CUPPS equipment.
- Verify planning of preventive maintenance of equipment is in place.
- Keep up to date logbook of all incidents and interventions occurring on site.
- Analyze, identify and correct hardware problems on CUPPS equipment.
- Install, move and modify equipment as scheduled.
- Ensure completion of trouble tickets and monitor systems in order to provide a preventive action.
- Return and repair control of spare parts.
- Decrease the number of equipment outages due to maintenance operational errors.
- Perform routine preventive maintenance on all CUPPS equipment
- Zero Trouble Tickets escalated to the Site Operations Manager

CANDIDATE PROFILE

- Minimum Requirements: High Sec. Studies (Secondary Studies + 2 or 3 years).
- Ideal candidate will have: University Degree (Secondary Studies + 4 years) year college degree (computer or communications orientated), more than 2 years' experience in Maintenance Company and/or additional Microsoft certifications

- Minimum Qualifications: A+ Certification; Good/excellent hardware (i.e. PC's, desktops, networks), laboratory, field support knowledge. Good/excellent hardware trouble-shooting skills.
- Software experience is a plus.
- Pro-active attitude. The ability to react quickly and effectively in emergency situations.

Attachment B:

Fee Schedule

Rate Card

Technician: $70 per hour
Specialist Technician: $75 per hour

Invoicing

TNR will supply a mutually agreed upon number of Technician or Specialists to perform the Services. On a bi-weekly basis, TNR will present an invoice to SITA for the Services performed by the agreed upon personnel, showing the number of hours and the applicable rate that was applied. Unless SITA disputes any invoice within 20 days, payment shall be made under Clause 1.2 of the Agreement.

Cost of Living Increase

On January 1, 2014 and each subsequent year during the term of the Agreement, TNR may increase the hourly rates in the Rate Card by 3% to account for cost of living increases. A written amendment to this Agreement will not be required for such rate increase.

Small Business Enterprise Subcontract Agreement
for
MDADSITA Common Use Passenger Processing System
between
SITA Information Networking Computing USA Inc. and .M.A.A.S d/b/a Konvergence

This Subcontract Agreement (this **"Agreement"**) is entered into this 15 th day of Nov 2012 (the "Effective Date"), between SITA Information Networking Computing USA Inc., a Delaware corporation ("SITA"), with offices at 3100 Cumberland Boulevard, Atlanta, GA 30339 and IMAAS Consolidated Inc d/b/a Konvergence ("Konvergence") with offices at 11989 SW 211 St for a Project known as the Common Use Passenger Processing Systems for Miami-Dade Aviation Department ("MDAD") (the **"Project"**). The Services described herein shall be performed in accordance with the Prime Contract Common Use Passenger Processing Systems Agreement dated _____ (the **"Prime Contract"**) between SITA and Miami-Dade Aviation Department ("MDAD"), and in accordance with all plans, specifications, addenda and other Contract Documents attached to or incorporated into the Prime Contract for the Project. This Agreement is null and void if the contemplated Common Use Passenger Processing Systems Agreement (the "Prime Agreement") is not executed between Miami-Dade Aviation Department ("MDAD") and SITA prior to July 1, 2013, or if Konvergence fails to qualify as a County-approved Small Business Enterprises "SBE" in Miami-Dade County.

The Parties acknowledge and agree that the Contract Documents, which are binding on Konvergence, include this Agreement, and the Prime Contract and any general, specific or supplemental conditions, technical specifications, drawings, specifications, addenda, amendments, modifications, and all other documents forming, or by reference made a part of the Prime Contract between SITA and MDAD. For purposes of this Agreement, all of the above-referenced Contract Documents shall be considered part of this Agreement and shall terms and conditions of the Prime Contract shall flow down to Konvergence. Nothing in the Contract Documents shall be construed to create a contractual relationship between persons or entities other than SITA and Konvergence. If, however, any provision of this Agreement irreconcilably conflicts with a provision of the Prime Contract, the provision imposing the greater duty or obligation shall govern.

1. **Services**
   1.1. Performance: Konvergence shall perform the services ("Services") described in this document and in Attachment A.
   1.2. Payment: As compensation for the performance of Services, SITA will pay Konvergence, as a Small Business Enterprise, the fees as specified in Attachment B. The total value of the Agreement will not be more than 6% of the annual base (between MDAD and SITA) under the Prime Contract. Konvergence will invoice SITA monthly, and be paid no later than thirty (30) calendar days of receipt of Konvergence's proper invoice by SITA, in accordance with Miami-Dade County prompt payment requirements.

2. **Relationship of Parties**

2.1 Konvergence is an independent contractor and is not an agent or employee of, and has no authority to bind, SITA by contract or otherwise. Konvergence will perform the Services under the general direction of SITA at all times. The employees furnished by Konvergence to perform the work shall be deemed to be Konvergence employees exclusively and said employees shall be paid by Konvergence for all services in this Agreement. Konvergence shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Workers Compensation, Income Tax and other reports and deductions required by any applicable County, State or Federal Law.

2.2 Konvergence shall designate an office or employee to act in Konvergence's behalf with respect to this Agreement. The representative shall serve as Konvergence's representative in all dealings with SITA under this Agreement and will have the authority to carry out all the duties specified herein or necessarily implied from this Agreement and to approve changes in the Scope of Work hereunder and be available during working hours as often as may be necessary to examine information submitted to SITA, to render decisions and to furnish information in a timely manner.

2.3 Konvergence shall provide to SITA, for approval, a list of key personnel within five (5) days of the execution of this Agreement. Konvergence will also submit the resumes of proposed key personnel for approval. All personnel must be able to pass the security clearance and be able to obtain a security badge from the Airport Security Office. An airport badge is required at all times and is a requirement for employment at the airport. SITA will notify Konvergence of key person approval and badging status prior to any actual assignments of personnel. All personnel assigned to this Agreement by Konvergence shall cooperate with MDAD and MDAD's Client Airlines ("Airlines") personnel in performance of the Scope of Work. If any of Konvergence's assigned staff fail to so cooperate or comply with the directions of SITA personnel, MDAD or Airlines, and the requirements of the Scope of Work, SITA may, at its sole discretion, meet with Konvergence to explain the degree and nature of the failure and seek remedies up to and including dismissal. If appropriate adjustments in the performance of the assigned staff are not made as a result of this meeting, Konvergence will relieve said assigned personnel of their duties and recover the Airport security badge immediately upon receiving said request in writing from SITA.

3. **Confidential Information**

In connection with this Agreement Konvergence and its employees and agents may have access to private and confidential information owned or controlled by SITA. All such information is considered Trade Secrets, pursuant to Florida's Statutes Chapter 812.081(1)(c) and shall remain SITA's exclusive property. Konvergence shall obligate its employees and agents to keep any and all such information confidential. Neither SITA's personnel nor its agents nor Konvergence's personnel may copy or disclose any information to others without SITA's prior written approval and shall return all tangible copies of such information to SITA promptly upon request in accordance with Florida Law. Nothing herein shall limit either party's use or dissemination of information not actually derived from the other party or information which has been or subsequent is made public by SITA or with SITA's consent.

4. **Ownership of Documents.** Konvergence agrees that all documents, reports, materials, or other subject matter prepared, procured or produced by Konvergence arising out of the work performed under this agreement shall be the property of SITA, and all such documents, reports, materials, or other subject matter shall be delivered to SITA, on behalf of MDAD, as directed by SITA pursuant to this Agreement and/or Scope of Work or upon any termination thereof.

5. **Termination and Expiration**

5.1 SITA may terminate this Agreement for any reason, giving Konvergence the same notice that may have been received from MDAD under the Prime Agreement.

5.2 Either party may terminate this Agreement in the event of a breach by the other party of this Agreement if such breach continues uncured for a period of ten (10) business days after written notice.

5.3 Unless terminated earlier, this Agreement will expire upon the completion of the Prime Agreement.

5.4 Upon the expiration or termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiration or termination

5-11

6. **Limitation of Liability**
IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS OR INDIRECT SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE TOTAL LIABILITY OF KONVERGENCE TO SITA UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) SHALL IN NO EVENT EXCEED THE TOTAL CONTRACT VALUE UNDER THIS AGREEMENT.

7. **Scope of work**
Konvergence will provide site technicians or other required personnel for MDAD's CUPPS as supplied by SITA to MDAD with respect to the Prime Agreement that shall include support, maintenance, installation and all other work assigned by SITA in execution of its CUPPS contract with MDAD. All Konvergence personnel will be required to have knowledge of CUPPS and participate in any training deemed necessary by SITA or MDAD. The Konvergence personnel will be required to meet or exceed all performance requirements of the CUPPS Contract between MDAD and SITA. The support coverage is 24 hours per day, seven days per week, and includes all major Holidays. The prospective Konvergence employee(s) must be willing to work in shifts, including overnights, weekends and all major Holidays, as directed by SITA.

8. **Required Insurance**
Konvergence shall maintain the following insurance throughout the performance of this Contract until the CUPPS Contract has expired. Certificates of insurance are acceptable for the following items:
   - Worker's Compensation, as required by Florida Statutes Chapter 440;
   - Automobile Liability Insurance, covering all owned, non-owned, leased and hired vehicles used in conjunction with the work in an amount not less than $1,000,000 combined single limit for bodily injury and property damage liability, or any amounts mandated by MDAD;
   - Public Liability Insurance, on a comprehensive basis, including Contractual Liability, in an amount not less than $5,000,000 combined single per occurrence for bodily injury and property damage, or any amounts mandated by MDAD; SITA and MDAD must be shown as an additional insured with respect to this coverage.

9. **E-Mail**
All Konvergence employees will require an e-mail account and will be expected to read and reply in a timely manner, daily. The exception to this would be vacations or approved days off that they are not on call. There shall be no inappropriate e-mails used by Konvergence employees which includes but is not limited to illegal file-sharing, pornographic materials, etc. while on duty at the airport.

10. **General**
10.1 Governing Law: Severability. This Agreement will be governed by and construed in accordance with the laws of the State of Florida excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.
10.2 Notices: Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, or by a recognized express courier at the addresses specified below or such other address as the parties specify in writing. Such notices will be effective upon receipt as documented by the delivery medium.
10.3 Complete Understanding – Modification: This Agreement constitutes the complete and exclusive understanding of this Agreement by the parties and supersedes all prior understandings and

SJH

agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, notification or amendment of any provision of this Agreement will be effective only in writing and signed by the parties hereto.

10.4 Survival - Provisions of this Agreement which, by their nature, would survive final completion and acceptance of the Services shall remain in full force and in effect after the date of final completion and acceptance, or termination.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

SITA Information Networking Computing USA Inc.
3100 Cumberland Blvd, Suite 200, Atlanta, GA 30339

By: _____

Title: VP, SITA

Date: 20 November 2012

IMAAS Consolidated Inc. d/b/a Konvergence
PO Box 562911
Miami, Florida 33256-2911

By: _____

Title: P/CEO

Date: 11/15/2012

Attachment A:

KONVERGENCE Site Technician Job Description

POSITION PURPOSE

Ensure that the equipment constituting the SITA CUPPS (Common Use Passenger Processing Systems) is correctly installed, operated and well maintained.

CUPPS serves the air transport industry by providing standardized workstations (PC's) at an airport, enabling airlines or the handling agents to access their own respective applications in real time at positions throughout the airport. CUPPS benefits airport authorities by optimizing existing limited passenger terminal infrastructures. It facilitates the flexibility required by airlines to enable them to better serve their customers in a shared passenger terminal while accommodating their demand to ensure service differentiation. SITA provides a turnkey solution for an airport, providing installation, implementation, operation and overall administration of the various CUPPS and AirportConnect products, including AirportConnect CUPPS, AirportConnect Open, AirportConnect CUSS (common use self-service).

KEY TASKS & RESPONSIBILITIES

- Provide corrective hardware maintenance incidents on CUPPS equipment.
- Verify planning of preventive maintenance of equipment is in place.
- Keep up to date logs of all incidents and interventions occurring on site.
- Analyze, identify and correct hardware problems on CUPPS equipment.
- Install, move and modify equipment as scheduled.
- Ensure completion of trouble tickets and monitor systems in order to provide a preventive action.
- Return and repair control of spare parts.
- Decrease the number of equipment outages due to maintenance operational errors.
- Perform routine preventive maintenance on all CUPPS equipment
- Zero Trouble Tickets escalated to the Site Operations Manager

CANDIDATE PROFILE

- Minimum Requirements: High Sec. Studies (Secondary Studies + 2 or 3 years).
- Ideal candidate will have: University Degree (Secondary Studies + 4 years) year college degree (computer or communications orientated), more than 2 years' experience in Maintenance Company and/or additional Microsoft certifications

SJH

- Minimum Qualifications: A+ Certification; Good/excellent hardware (I.e. PC's, desktops, networks), laboratory, field support knowledge. Good/excellent hardware trouble-shooting skills.
- Software experience is a plus.
- Pro-active attitude. The ability to react quickly and effectively in emergency situations.

5/14