Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(A)(1)(D)

6-5-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-652-07

RESOLUTION AWARDING TO AIR-TRANSPORT IT SERVICES, INC. THE CONTRACT FOR OPERATION AND MAINTENANCE OF THE AIRPORT OPERATION INFORMATION SYSTEM AT MIAMI INTERNATIONAL AIRPORT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AGREEMENT AND ANY RENEWAL, CANCELLATION OR TERMINATION PROVISIONS CONTAINED THEREIN; WAIVING COMPETITIVE BID REQUIREMENTS

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 awards to Air-Transport IT Services, Inc. the contract for operation and maintenance of the Airport Operation Information System at Miami International Airport for a three (3) year term with two options to renew for one (1) year each, for a total contract price of not more than $11,452,371.19 including options to renew; this Board authorizes the Mayor or his designee to execute the contract between Miami-Dade County and Air-Transport IT Services, Inc. in substantially the form on file with the Clerk of the Board, an excerpt of which is attached hereto, and to exercise the renewal, termination or cancellation provisions contained in the contract. Pursuant to Section 2-8.1 of the Code and Section 5.03D of the Charter, the competitive selection process for this

contract is hereby waived upon the written recommendation of the County Manager by affirmative vote of 2/3 of Board members present.

The foregoing resolution was offered by Commissioner Barbara J. Jordan, who moved its adoption. The motion was seconded by Commissioner Sally A. Heyman and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2007. 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

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney
to form and legal sufficiency.

Abigail Price-Williams

5

Memorandum

MIAMI-DADE COUNTY

Date:	June 5, 2007
To:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Bid Waiver for the $11,452,371.19 Airport Operation Information System (AOIS) Operation and Maintenance (O&M) at Miami International Airport (MIA) - Project No. I115C

Agenda Item No. 8(A)(1)(D)

Recommendation

It is recommended that the Board waive competitive bidding procedures pursuant to Section 2-8.1 of the Miami-Dade County Code and Section 5.03D of the Home Rule Charter; award an Airport Operation Information System (AOIS) Operation and Maintenance (O&M) contract to Air-Transport IT Services, Inc. (AirIT); authorize the Mayor or his designee to execute said contract substantially in the form on file with the Clerk of the Board, an excerpt of which is attached hereto; and authorize the County Mayor or his designee to exercise any renewal, termination or cancellation provisions contained in the contract.

Scope

Miami International Airport (MIA) is located within Commission District Six.

Fiscal Impact/Funding Source

The source of funding is the Miami-Dade Aviation Department's (MDAD) Information Systems operating budget. The total contract price is $11,452,371.19, which includes operation and maintenance line items and allowance accounts for the term of the contract, including renewal options.

Track Record/Monitor

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

Background

On July 3, 2002, MDAD advertised an Invitation to Bid for the Airport Operation Information System and received bids from the following three (3) firms: AirIT, ARINC and SITA, with each bidder offering its own proprietary system. On December 13, 2002, the County awarded the competitively bid contract to AirIT in the amount of $11,979,819.31, to supply and install the AOIS as part of MIA's Capital Improvement Program (CIP). The system provides computer software and hardware featuring 2,000 displays located throughout the Airport to manage and control the processing of flights and aircraft at MIA. AOIS is used to track aircraft movements and mitigate congestion at ramps and aprons under MDAD's control. It facilitates utilization of shared resources used in processing flights and aircraft at MIA such as aircraft parking spots, gate loading bridges and lounges, ticket/check-in/gate counters, baggage make-up belts and claim carousels, explosive detection systems, dynamic signage and operation, security and maintenance centers. The AOIS system is also an integral part of life

safety measures at MIA, providing notification of emergency evacuation in compliance with Americans Disabilities Act (ADA) requirements. The current contract with AirIT expires on August 5, 2007, when the provision of an initial two-year operation and maintenance (O&M) service ends.

The purpose of this O&M contract is to provide maintenance services and original equipment manufacturer (OEM) replacement parts for the MDAD AOIS inclusive of licensed software protected under copyright law for intellectual properties. Much of the software is proprietary and mission critical. The system performance is warranteed based on customized hardware and software components integrated for high reliability, availability and maintainability. Some of these operationally critical systems include interfaces to the Atomic Clock, American Airlines Sabre reservations system, Air Traffic Control, Courtesy Paging, Cable TV Flight Channel and WebFIDS (Flight Information Display System) throughout the airport. The core components of the AOIS system provide for uninterrupted real-time control of operations, such as the exchange of data with the baggage sortation and emergency paging systems. This contract is required to continue O&M services 24-hours-a-day, seven-days-a-week, as well as engineering services, hardware, parts, software, repairs and training.

As the application software is the intellectual property of AirIT, no other vendor is authorized to fix application problems or respond to future needs of the application. The AOIS proprietary software is tightly coupled and integrated with the associated hardware and telecommunications infrastructure. To pursue a different system solution would be cost prohibitive, due to the interfaces and integration such as: level of MIA-specific customization and interfaces (i.e. American Airlines Sabre), integration of AirIT AOIS and Propworks (i.e., carrier activity tracking) and integration to billing PeopleSoft Enterprise Resource Planning (ERP).

MDAD has engaged in several direct negotiations with AirIT, Inc., yielding the following benefits for the County:

- Fixed pricing for the initial three-year term, as well as two one-year renewal options for a total duration of up to five years
- Fixed labor rates for contingency engineering support
- Ten percent (10%) contract goal for small business enterprise (SBE) participation during the entire contract period
- Extended warranty for all hardware and software components for entire duration of contract
- All UPS ground shipping included in extended warranteed items
- All bug fixes specific to the AOIS software
- Expertise to update current software
- All updates needed to ensure continuous uninterrupted service
- Coordination of security with MDAD to ensure a secure system
- Provision for deployment and integration of equipment at North terminal facilities when renovated

It is anticipated that upon the expiration of this O&M contract that MDAD will advertise a new solicitation for this system.

PROJECT LOCATION: Miami International Airport

COMPANY NAME: Air-Transport IT Services, Inc.

TERM OF AGREEMENT: Three (3) years

OPTION(S) TO RENEW:	Two (2) one (1) year periods
CONTRACT AMOUNT:	$11,452,371.19 includes General Allowance Account, Dedicated Allowance Account (see below), first and second year option and IG Fee as follows: General Allowance Account (10%): $1,038,763.83 First Year Option to Renew: $1,636,482.11 Second Year Option to Renew: $1,693,758.98 Inspector General Audit Account: $ 25,969.10
ALLOWANCES/CONTINGENCY ORDINANCE NO. 00-65:	There are Dedicated Allowance Accounts for: • additional labor in the amount of $484,139.78 • ticket counter LCD display replacement in the amount of $663,000.00 • North Terminal display equipment in the amount of $1,768,384.00
CONTRACT MEASURES:	10% Small Business Enterprise (SBE) Goal
SBE PARTICIPANTS:	Advanced Total Systems, Inc. Employment Resources, Inc.
REVIEW COMMITTEE DATE:	March 7, 2007
COMPANY PRINCIPAL(S)	Betros Wakim, CEO & President Chris Keller, COO & EVP, Naperville, IL
COMPANY QUALIFIER:	Betros Wakim, CEO & President
LOCATION OF COMPANY:	6675 Westwood Blvd., Suite 210 Orlando, FL 32821
YEARS IN BUSINESS:	26 years
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	Owned by a Publicly Held Corporation
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Existing Agreement totaling $11,979,819.31
ADVERTISEMENT DATE:	Not Applicable
LIVING WAGE:	Applicable
USING DEPARTMENT:	Miami-Dade Aviation Department

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: June 5, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(D)

Please note any items checked.

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

_____ **6 weeks required between first reading and public hearing**

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

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

3A

CONTRACT FORM

THIS CONTRACT made and entered into as of the _____ day of _____, 20___, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and Air-Transport IT Services, Inc., Corporate address of: 6675 Westwood Blvd, Suite 210, Orlando, FL 32821, hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete this Contract within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract documents, which are hereby incorporated into this Contract by reference, for;

PROJECT TITLE: Airport Operation Information System Operation and Maintenance (AOIS O&M)

PROJECT No: I115C

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless the County and all its officers, employees and agents against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents and employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, its officers, agents or employees or through any improper or defective machinery, implements or appliances used by the Contractor, its officers, agents or employees in the aforesaid work, or through any act or omission on the part of the Contractor, or its officers, agents or employees.

In consideration of these premises, the County hereby agrees to pay to the Contractor for the said work, when fully completed, the total maximum sum of

Eleven million, four hundred fifty-two thousand, three hundred seventy-one and 19/100 Dollars, $11,452,371.19,

consisting of the following accepted items or schedules of work:

Total Unit and L.S. Price Items for 1,095 days (3 years)	$ 4,141,873.39
Dedicated Allowance Account (Additional Labor)	$ 484,139.78
Dedicated Allowance Account (Ticket Counter LCD Display Replacement)	$ 663,000.00
Dedicated Allowance Account (North Terminal Display Equipment)	$ 1,768,384.00
Total Price for the First Service Renewal (1 year)	$ 1,636,482.11
Total Price for the Second Service Renewal (1 year)	$ 1,693,758.98
General Allowance Account	$ 1,038,763.83
Inspector General Audit Account	$ 25,969.10
TOTAL MAXIMUM CONTRACT AMOUNT	$ 11,452,371.19

The total maximum contract amount is subject to such additions and deductions as may be provided for in the Contract. Partial and Final Payments will be made as provided for in the Contract.

CONTRACT (Cont'd)

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

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA.

By: _____
County Manager

(MIAMI-DADE COUNTY SEAL)

_____

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

ATTEST: Harvey Ruvin Clerk

By: _____
Deputy Clerk

CONTRACTOR (If Corporation)

AIR-TRANSPORT IT SERVICES INC
(Corporate Name)

By: _____
President

Attest: _____
Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

_____
(Corporate Name)

By: _____
President

Attest _____
Secretary

(B) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

_____
(Corporate Name)

By: _____
President

Attest _____
Secretary

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

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By _____
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

_____

_____

MIAMI-DADE AVIATION DEPARTMENT

MIAMI-DADE COUNTY

Carlos Alvarez
Mayor

Board of County Commissioners

Bruno A. Barreiro
Chairman

Barbara J. Jordan
Vice-Chairman

Barbara J Jordan
District 1
Dorrin D. Rolle
District 2
Audrey Edmonson
District 3
Sally A. Heyman
District 4
Bruno A. Barreiro
District 5

Rebeca Sosa
District 6
Carlos A. Gimenez
District 7
Katy Sorenson
District 8
Dennis C. Moss
District 9

Sen. Javier D. Souto
District 10
Joe A. Martinez
District 11
Jose "Pepe" Diaz
District 12
Natacha Seijas
District 13

George M. Burgess
County Manager
Murray A. Greenberg
County Attorney
José Abreu, P.E.
Aviation Director

Project No. **I115C**

AIRPORT OPERATION INFORMATION SYSTEM (AOIS) OPERATION AND MAINTENANCE (O&M)

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CONTRACT FORM

THIS CONTRACT made and entered into as of the _____ day of _____, 20___, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and Air-Transport IT Services, Inc., Corporate address of: 6675 Westwood Blvd, Suite 210, Orlando, FL 32821, hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete this Contract within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract documents, which are hereby incorporated into this Contract by reference, for;

PROJECT TITLE: Airport Operation Information System Operation and Maintenance (AOIS O&M)

PROJECT No: I115C

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless the County and all its officers, employees and agents against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents and employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, its officers, agents or employees or through any improper or defective machinery, implements or appliances used by the Contractor, its officers, agents or employees in the aforesaid work, or through any act or omission on the part of the Contractor, or its officers, agents or employees.

In consideration of these premises, the County hereby agrees to pay to the Contractor for the said work, when fully completed, the total maximum sum of

Eleven million, four hundred fifty-two thousand, three hundred seventy-one and 19/100 Dollars, $11,452,371.19,

consisting of the following accepted items or schedules of work:

Total Unit and L.S. Price Items for 1,095 days (3 years)	$	4,141,873.39
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Dedicated Allowance Account (Ticket Counter LCD Display Replacement)	$	663,000.00
Dedicated Allowance Account (North Terminal Display Equipment)	$	1,768,384.00
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Total Price for the Second Service Renewal (1 year)	$	1,693,758.98
General Allowance Account	$	1,038,763.83
Inspector General Audit Account	$	25,969.10
TOTAL MAXIMUM CONTRACT AMOUNT	$	11,452,371.19

The total maximum contract amount is subject to such additions and deductions as may be provided for in the Contract. Partial and Final Payments will be made as provided for in the Contract.

CONTRACT (Cont'd)

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

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA.

By: _____
County Manager

(MIAMI-DADE COUNTY SEAL)

_____

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

ATTEST: Harvey Ruvin Clerk

By: _____
Deputy Clerk

CONTRACTOR (If Corporation)

AIR-TRANSPORT IT SERVICES, INC.
(Corporate Name)

By: _____
President

Attest: _____
Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

_____
(Corporate Name)

By: _____
President

Attest _____
Secretary

(B) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

_____
(Corporate Name)

By: _____
President

Attest _____
Secretary

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

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By _____
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

_____

_____

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We, Air-Transport IT Services, Inc., as Principal, whose corporate business address is 6675 Westwood Blvd., Suite 210, Orlando, FL 32821, as Contractor under the Contract dated _____, 20__, between Principal and Miami-Dade County for the professional services required for the **Airport Operation Information System Operation and Maintenance**, Project No. **I115C**, (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of Six million, three hundred twenty-seven thousand, seven hundred seventy-seven and 00/100 (U.S. dollars), $6,327,777.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. This Bond covers the Contract Schedule of Pricing Item Nos. 1, 2, 3, 6, 7, 8, 9, 10, 11 and 13. Additional Bonding will be required for the Contract Schedule of Pricing Item Nos. 4, 5 and 12, which, if applicable, will be exercised by issuance of work order(s).

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the Work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties, and for the 3 year period of the Contract; and;

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, including all warranties;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or Work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County.

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

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20 ___.

CONTRACTOR

_____
(Contractor Name)

BY:

_____
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

_____

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached)

SURETY:

_____

By: _____

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

SECTION 1

DEFINITIONS AND MISCELLANEOUS CONDITIONS

SECTION 1

DEFINITIONS AND MISCELLANEOUS CONDITIONS

1.1.0 DEFINITIONS

When used in these Contract Documents (defined below), or in related documents, the following terms, or pronouns are used in place of them, shall have the meanings given below:

1.1.01 Acceptance: When the Project Manager certifies with a Certificate of Acceptance that a portion of the Work is complete and has passed all acceptance tests as specified in the Technical Specifications and the Owner can take title to the hardware and has received the software license(s) associated with that portion of the Work in accordance with the requirements of the Technical Specifications. Acceptance of a portion of the Work does not constitute Final Acceptance.

1.1.02 AIP: The Airport Improvement Program, a grant-in-aid program, administrated by the Federal Aviation Administration. No requirement of the AIP Act, the rules and regulations implementing the Act, or this Contract shall be construed as making the Federal Government a party to the Contract, nor will any such requirement interfere, in any way, with the right of either party to the Contract.

1.1.03 Air Operations Area: The Air Operations Area (AOA) shall mean any area of the airport used or intended to be used for landing, taking off or surface maneuvering of aircraft. An air operation area shall include paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway or apron.

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

1.1.05 Beneficial Occupancy: The County may, in its sole discretion, occupy any portion of the Work prior to Substantial Completion of the Work. This will not relieve the Contractor of its obligation to fully complete the Work in accordance with the Contract Documents.

1.1.06 Bulletin: Any written document initiated by the Owner, advising the Contractor of proposed alterations, revisions, additions and deletions in the Work and requesting itemized price quotations for such proposed changes.

1.1.07 Calendar Day: Every day shown on the calendar.

1.1.08 Change Order: A written agreement executed by the County, the Contractor and the Contractor's Surety, covering modifications to the Contract, recommended by the County Manager and approved by the Board of County Commissioners.

1.1.09 Contract: The written agreement between the County and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

1.1.10 Contract Documents: The Contract Form, Surety Performance and Payment Bond, Definitions and Miscellaneous Conditions, General Conditions, Special Provisions, Technical Specifications and Plans, Payment Schedule, Affidavits and Certifications, Contractor and Subcontractor's Releases and Affidavits, Notice To Proceed, together with all, Change Orders, Work Orders, Schedules and shop drawings.

1.1.11 Contractor: The individual, firm, partnership, corporation or joint venture entering into this Contract with the County who is liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work.

1.1.12 Contract Time: The number of days allowed for completion of the Work. The Contract Time unless extended by a Change Order, a Work Order, or by modification.

1.1.13 County: A political subdivision of the State of Florida, whose governing body is the Board of County Commissioners of Miami-Dade County, Florida.

1.1.14 County Manager: The County Manager of Miami-Dade County, Florida.

1.1.15 Days: Reference made to Days shall mean consecutive calendar days.

1.1.16 Delays: May be Excusable or Non-Excusable. Excusable Delays may be Compensable or Non-Compensable, as further defined within the text of these General Conditions.

1.1.17 Direct Costs: Direct Costs recoverable by the Supplier as a result of changes in the Work shall be limited to the actual additional costs of labor, equipment and materials installed as part of the Work

1.1.18 Director: The Director of the Miami-Dade Aviation Department, or his/her Designee. The Director's mailing address is: Post Office Box 025504, Miami, Florida 33102-5504.

1.1.19 Employer's Payroll Burden: The term "employer's payroll burden" shall include, but is not limited to, the following items: costs of workers' compensation insurance, applicable fringe benefits and liability insurance, employer social security contribution, employer pension contributions, unemployment insurance and health insurance.

1.1.20 Extra Work: An item of work not provided for in the awarded Contract as previously modified by Change Order or Work Order, but which is found to be necessary to complete the Work within the intended scope of the Contract.

1.1.21 Lessee: Any individual, partnership or corporation having a tenant relationship with the County.

1.1.22 Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Contract, that will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay.

1.1.23 Mayor: Means the Mayor of Miami-Dade County.

1.1.24 Miami-Dade Aviation Department (MDAD): A department of Miami-Dade County government.

1.1.25 Notice To Proceed (NTP): The written communication issued by MDAD to the Contractor directing the Contractor to begin Work and establishing the date of commencement of the Work.

1.1.26 Offer: A proffered set of prices, which may contain unit prices and/or lump sums, presented by the Contractor for acceptance or rejection by the Owner. If accepted by the Owner, the Offer is made a part of this Contract.

1.1.27 Owner: The term Owner as used in this Contract shall mean the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development and Regulation (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water & Sewer, and Fire Rescue or their successors.

1.1.28 Performance and Payment Bond: Bond executed by the Contractor and its Surety, on the attached form, assuring that the Contractor will, in good faith, perform and guarantee the Work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

1.1.29 Project: The services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

1.1.30 Project Manager: An authorized representative of the Owner providing administrative and inspection oversight services over the Work during the Contract Time and through closeout of the Contract.

1.1.31 Runway: The area on the airport prepared for the landing and takeoff of aircraft.

1.1.32 Site, Project Site, Work Site, Job Site: The location(s) at which the Work under this Contract is to be accomplished.

1.1.33 Subcontractor: Any individual, firm, partnership, joint venture or corporation supplying the Contractor with labor, materials, supplies and equipment used directly or indirectly by the Contractor in the prosecution of the Work.

1.1.34 Surety: The bonding company furnishing the Bonds required of the Contractor.

1.1.35 Taxiway: For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by MDAD for movement of aircraft to and from the airport's runways or aircraft parking areas.

1.1.36 Technical Specifications: The general term comprising all the written directions, provisions and requirements contained herein, entitled "Technical Specifications," those portions of Standard Specifications to which reference is specifically made in the Technical Specifications, and any Addenda, Work Orders and Change Orders that may be issued for the Contract, all describing the Work required to be performed, including detailed technical requirements as to labor, materials, supplies and equipment and standards to which such work is to be performed.

1.1.37 Work: The services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's duties and obligations imposed by the Contract Documents.

1.1.38 Work Order: A written order, authorized by the Director, 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.

1.2.0 SMALL BUSINESS ENTERPRISE PROGRAM (SBE)

1.2.1 This contract includes participation provisions for Miami-Dade County Small Business Enterprises ("SBEs"), as follows:

Subconsultant Goal:

10% SBE subconsultant goal

Refer to **Special Provision 1,** Miami-Dade County Small Business Enterprise Participation Provisions for definitions, explanations and instructions. The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal submittal deadline of this solicitation, as well as, meet all other requirements as stipulated in Special Provision 1.

1.2.2 For questions regarding Miami-Dade County's SBE, Contract Measure Requirements, please contact Ms. Betty Alexander of the Department of Business Development at 111 N.W. 1st Street, Stephen P. Clark Center, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111 or facsimile at (305) 375-3160.

1.3.0 LIVING WAGE

1.3.1 In accordance with Miami-Dade County Code, Section 2-8.9, as amended, and Administrative Order No. 3-30, as amended, the Contractor who enters into this Contract shall agree to pay the Living Wage required by Miami-Dade County Code, Section 2-8.9, as amended, and Administrative Order No. 3-30, as amended, and the Living Wage

Supplemental General Conditions provisions of this Contract to all its employees providing the required services. The current Living Wage applied to this Agreement is $10.27 per hour plus Health Benefits as described in the aforementioned ordinance or $11.76 per hour without Health Benefits. The Living Wage required by Miami-Dade County Code, Section 2-8.9, as amended, and Administrative Order No. 3-30, as amended, are subject to indexing as set-forth in Section VII, entitled "Procedures For Determining Living Wage Rates" of the Administrative Order. Such Health Benefits shall consist of payment of at least $1.49 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of health care benefits must be submitted to the County to qualify for the wage rate for employees with health benefits. The Contractor shall also agree to produce all documents and records relating to payroll and compliance with the Miami-Dade Code and Administrative Order, as amended, upon request by the County.

1.3.2 The provisions in the Miami-Dade Code and Administrative Order apply to any covered service that is provided by the Contractor or any of its subcontractors at Miami International Airport without reference to any contract value.

1.3.3 If records reflect, that the Contractor is in violation of the Miami-Dade Code, the County has the right to sanction the Contractor to include but not limited to termination, fine and suspension.

1.3.4 The Miami-Dade Code encompasses various responsibilities that must be accomplished by the Contractor such as record keeping, posting and reporting. Upon the award of this Contract, the Contractor must be prepared to comply with these requirements as outlined in Miami-Dade County Code, Section 2-8.9 and Administrative Order 3-30, as amended, and the Living Wage Supplemental General Conditions provisions provided in Special Provision 2.

1.4.0 DELIVERY

1.4.1 Delivery: Unless otherwise specified in this Contract, prices quoted shall be F.O.B. Destination with freight included in the proposed price.

1.5.0 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

1.5.1 To request a copy of any ordinance, resolution and/or administrative order cited in this Contract, the Contractor must contact the Clerk of the Board at 305/ 375-5126.

1.6.0 AWARD OF CONTRACT

1.6.1 Upon execution of this Contract by the Contractor, the Board of County Commissioners will award the Contract by authorizing the Mayor, or his designee, to execute this Contract on behalf of the County.

1.6.2 The County reserves the right to cancel the award without liability to the Contractor at any time before the Contract is fully executed by the County Manager or his/her designee.

1.7.0 FURNISH BOND AND INSURANCE

1.7.1 Within fifteen (15) calendar days from the date of Notice of Award presented to the Contractor, the Contractor shall deliver to the County, the Performance and Payment Bond, and satisfactory evidence of all required insurance coverages.

1.7.2 The Contract shall not be binding upon the County until it has been executed by the County and a copy of the fully executed Contract is delivered to the Contractor.

1.8.0 FAILURE TO FURNISH BOND AND INSURANCE

1.8.1 Failure by the Contractor to deliver the other applicable forms, to furnish the Performance and Payment Bond, and to furnish satisfactory evidence of all insurance coverage within fifteen (15) calendar days from the date of Notice of Award presented to the successful Contractor, may result in the annulment of the award and the forfeiture of any Offer guaranty to the County, which forfeiture shall be considered not as a penalty but in liquidation of damages sustained by the County.

1.9.0 TERM OF CONTRACT

1.9.1 The term of this Contract shall be for three (3) years with two (2) one (1) year options to renew services as provided in Section 5, Option To Renew Services.

1.10.0 NON-EXCLUSIVE CONTRACT

1.10.1 Although the purpose of this Contract is to satisfy the total needs of the County or of a specific County agency, it is hereby agreed and understood that this Contract does not constitute the exclusive rights of the Contractor to receive all orders that may be generated by the County in conjunction with the scope of this Contract. In addition, any and all commodities, equipment, and service required by the County in conjunction with this or similar projects are solicited under a distinctly different process and shall not be purchased under the terms, conditions and awards rendered under this bid solicitation, unless such purchases are determined to be in the best interest of the County.

1.11.0 LIMITED CONTRACT EXTENSION

1.11.1 Any specific work assignment which commences prior to the termination date of the Contract and which will extend beyond the termination date including any previous Contract extension(s) shall, unless terminated by mutual written agreement by both parties, continue until completion at the same prices, terms and conditions as set forth in this Contract.

SECTION 2

GENERAL CONDITIONS

GENERAL CONDITIONS

2. 1 INTENT OF CONTRACT

2. 1.1 The intent of the Contract is to include all necessary items for the proper completion of the Work by the Contractor so the Owner may have a functioning system that it may use as intended. The Contractor shall perform, without additional compensation, such incidental work as necessary to complete the Work, so that it will meet the requirements for which the Project was intended, in a satisfactory and workmanlike manner.

2.1.2 It is specifically agreed between the parties to this Contract that it is not intended by any of the provisions of any part of the Contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

2.1.3 No acceptance, order, measurement, payment, or certificate of or by the Owner or its employees or agents shall either estop the Owner from asserting any rights or operate as a waiver of any provision hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.

2. 2 OTHER CONTRACTS

2.2.1 The Owner may award other contracts for other work on the Site. The Contractor shall fully cooperate with such other contractors and shall carefully fit his own work to that provided under other contracts as may be directed by the Project Manager. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractors, or fail to perform such acts as required to avoid interference with the performance of work by any other contractor.

2.2.2 In the event of interference between the Work of the Contractor and other contractor(s) working concurrently at the Site, the Project Manager will instruct the Contractor as to which work has priority in performance and such instructions shall be binding upon the Contractor. The Contractor shall not have any claim against the Owner, the Consulting Engineers, or the Project Manager for any additional compensation whatsoever in connection therewith.

2.2.3 The Contractor shall conduct its operations so as not to interfere with or hinder the progress of completion of the Work being performed by other contractors.

2.3 PLANS, TECHNICAL SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS

2.3.1 Plans showing general outlines and details necessary for a comprehensive understanding of the Work form a part of the Contract. The total number and the titles of the drawings constituting the Plans are given in the Technical Specifications. All work under the Contract shall be performed in all respects in compliance with the requirements of the Contract Documents.

2.3.2 The Contract Documents provide for a complete work, and may have been prepared in divisions and other categories of work. The Contractor is responsible for the performance of all work under the Contract regardless of any such divisions, and shall ensure that all of the Work is performed and completed.

2.3.3 The Contractor shall make available at the job site one copy of each referenced standards and/or specifications for the Contractor's and the Project Manager's use during the time that work covered by the standards and/or specifications is underway.

2.3.4 The Contract, Plans, Technical Specifications, and all referenced standards cited are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work.

2.3.5 In the event of any conflicts, ambiguities, or discrepancies among the Contract documents, the precedence in resolving such conflicts, ambiguities, or discrepancies shall be as follows:

A. Special Provisions shall govern over General Conditions and Technical Specifications.
B. General Conditions shall govern Technical Specifications and Plans.
C. Technical Specifications shall govern over Plans.

2.3.6 The Contractor shall not take advantage of any apparent error, omission, discrepancy or ambiguity on the Plans or Technical Specifications. If any error, omission, discrepancy or ambiguity is found by the Contractor in the Plans or Technical Specifications, the Contractor shall refer the same to the Project Manager in a timely manner to allow sufficient time for an interpretation and decision prior to any work related work delay, and such decision shall be final.

2.3.7 The Owner shall have the right to correct apparent errors or omissions in the Plans and Technical Specifications and to make such interpretations, as it may deem necessary for the proper fulfillment of the Contract. During the course of the Work, should any conflicts, ambiguities, or discrepancies be found that are not addressed or any discrepancies between the Plans and the Technical Specifications to which the Contractor has failed to call attention before submitting the proposal, then the Owner will interpret

the intent of the Plans and Technical Specifications and the Contractor hereby agrees to abide by the Owner's interpretation and agrees to carry out the Work in accordance with the decision of the Owner. In such event the Contractor will be held to have included in the proposal the most expensive material and/or method of work.

2.3.8 When a material, article, or equipment is designated by a brand name, and more than one brand name is listed, it will be understood that the design is based on one of the brand name listed products. The Contractor will be responsible for all coordination necessary to accommodate the material, article or equipment actually being provided without additional cost to the Owner.

2.3.9 Product and Reference Standards:

A. When descriptive catalog designations including manufacturer's name, product brand name, or model number are referred to in the Contract documents, such designations shall be considered as being those found in industry publications of current issue.

B. When standards of the Federal Government, Florida Department of Transportation, Standards Organizations such as ASTM, AASHTO, AWS or ANSI, trade societies, or trade associations are referred in the Contract by specific date of issue, these shall be considered a part of this Contract. When such references do not bear a date of issue, the current published edition on the effective date of the Notice To Proceed shall be considered as part of the Contract.

2.3.10 Wherever a particular manufacturer's product is required, to the exclusion of all others, appropriate language is included in the Contract.

2.3.11 Wherever the terms, "as directed", "ordered", "permitted", "designated", "as approved", "approved equal", "or equal", "acceptable" and other words of similar meaning which authorize an exercise of judgment are used in the Contract, such judgment shall be vested only in the Owner.

2.3.12 Where the Contract provides for decisions or other actions by the Owner, the same shall be final and binding upon the Contractor.

2.4 CONFORMITY WITH PLANS AND THE TECHNICAL SPECIFICATIONS

2.4.1 No deviation from the approved Plans, Technical Specifications and other Contract documents shall be permitted without the prior written approval of the Owner, which approved deviation(s) shall be documented to the extent required by the Contract.

2.5 AUTHORITY AND DUTIES OF THE PROJECT MANAGER

2.5.1 The Project Manager will administer the Contract and the orders of the Owner are to be given through the Project Manager. The Project Manager shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the contract.

2.5.2 The Project Manager shall respond to questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the Work. The Project Manager shall decide all questions that may arise as to the interpretation of the Technical Specifications or Plans relating to the Work, and the fulfillment of the Contract on the part of the Contractor

2.5.3 The Project Manager will observe the Contractor's work for compliance with the Contract. Such observation shall extend to all or any part of the Work done and to the preparation, fabrication, or manufacture of equipment and material to be used.

2.5.4 The Project Manager shall reject work, equipment and materials not conforming to the requirements of the Contract. When the Project Manager discovers any work in progress that does not meet the requirements of the Contract, the Project Manager shall reject that portion of the Work affected and shall confirm such rejection in writing, as soon as practical, detailing the reasons for the rejection. Work rejected by the Project Manager will not be paid for.

2.5.5 The Project Manager is not authorized to revoke, alter, or waive any requirements of the Contract.

2.5.6 When any portion of the Work is to be performed away from the site, the Contractor shall notify the Project Manager, in reasonable time, where and when such work is to be done, and shall make arrangements for access thereto by the Project Manager in order that same may be inspected by him.

2.5.7 The fact that the Project Manager has not made early discovery of equipment or materials furnished or work performed which does not meet the requirements of the Contract shall not bar the Project Manager from subsequently rejecting said materials or work.

2.5.8 The Project Manager shall not act as a foreman or perform other duties for the Contractor, nor interfere with the management of the Work by the Contractor.

2.5.9 The administration, observation of the Work, and actions by the Project Manager, as herein provided, shall not be construed as undertaking supervisory control of the Work or of means and methods employed by the Contractor or his Subcontractor(s) and shall not relieve the Contractor from any of his responsibilities or obligations under the Contract; the Contractor shall not request or attempt to require the Project Manager to undertake

such supervisory control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Contractor from such responsibilities or obligations.

2.5.10 The Project Manager shall decide all questions relating to the rights of different contractors on the project.

2.6 OTHER AUTHORIZED INSPECTION

2.6.1 The Owner and other agencies having jurisdiction over the Work hereunder shall be afforded free access to the site to perform such inspections and tests as may be required to determine conformance of the Work with the Contract.

2.6.2 The Work may be subject to inspection and approval by the FAA.

2.7 PROJECT PRE-COMMENCEMENT CONFERENCE

2.7.1 A conference, also known as the Kick-off Meeting, will be held after the issuance of the Notice to Proceed to discuss the Work to be performed under this Contract. The Contractor and his major Subcontractors shall be required to attend this meeting. The Contractor will be advised of the time, date and location of the meeting.

2.8 COMMENCEMENT AND PROSECUTION OF WORK

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

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

2.8.2 The Contractor shall commence the Work on the day stated in the Notice to Proceed and shall prosecute the Work in a manner that will insure completion within the specified time.

2.8.3 The Contractor shall prosecute the Work so as not to interfere with normal airport operations or as may be further detailed in the Technical Specifications. If the Contractor desires to prosecute the Work at other than the days and times set forth herein, it shall

notify the Owner at least 48 hours in advance, so that the Owner may make arrangements for access to the job site and to be present. Any work performed without such advance notice having been given to the Owner or without having the Owner being present may be rejected, if in the sole judgment of the Owner, such work is not susceptible to its observation after the fact to determine compliance with the Contract.

2.8.4 Contractor shall make all deliveries of equipment and supplies in such manner and at such times and locations as may be reasonably approved by the Owner. Emergency deliveries may be made at other times subject to prior arrangements with the Owner.

2.8.5 When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized in writing by the Owner. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request permission from the Owner to do so.

> **2.8.5.1** The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Owner determines that the Work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Owner may direct, at no additional cost to the Owner. No change will be made to the Contract price(s) nor in Contract Time as a result of authorizing a change in methods or equipment under this Article.

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

2.9 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

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

2.9.2 The Contractor shall give constant attention to the Work to facilitate the progress thereof, and shall cooperate with the Owner and its Project Manager and with other contractors in every way possible.

2.9.3 The Contractor shall maintain the Work during its progress and until the Work is accepted.

2.9.4 Until Acceptance by the Owner of any part or all of the Work as provided in this Contract, it shall be under the charge and care of the Contractor, and shall take every necessary precaution to protect against loss or damage to any part of the Work by the action of the elements or from any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good at its own expense all loss or damage to any portion of the Work occasioned by any of the foregoing causes before its completion and acceptance.

2.9.5 The Contractor shall be responsible for scheduling and coordinating the Work and to complete the Work within the prescribed time. Any inefficiency or loss of productivity in the labor, materials of the Contractor or his Subcontractors of any tier, from any cause, shall be the responsibility of the Contractor. No reimbursement of these or any Direct Costs can be requested by or granted to the Contractor or any of his Subcontractors of any tier for inefficiency or loss of productivity in labor, materials. Additional Direct Costs may only be paid to the Contractor as a result of additional Work added to the Contract scope of work.

2.10 CONTRACTOR'S PROJECT REPRESENTATIVE AND EQUIPMENT

2.10.1 The Contractor shall provide a competent English-speaking project representative who shall be fully authorized as the Contractor's agent on the Work and shall be on site whenever the Contractor is working at the site.

2.10.2 The Contractor shall furnish all labor, materials, services and equipment sufficient for the prosecution of the Work in an acceptable manner and at a satisfactory rate of progress.

2.10.3 All equipment, tools, and machinery used in the prosecution of the Work shall be maintained in a safe working condition and shall be appropriate for the Work to be performed.

2.11 ENVIRONMENTAL PROTECTION

2.11.1 The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment.

2.12 MEETINGS

2.12.1 The Contractor shall attend such meetings as stipulated in the Technical Specifications. The Contractor shall cause Subcontractors and suppliers to attend as he deems advisable, or as requested by the Owner.

2.13 SUBSTITUTION

2.13.1 No request for substitution will be considered unless the Contractor demonstrates to the satisfaction of the Project Manager that the specified product (whether materials , articles, or equipment) is no longer available. Substitution requests shall be accompanied by complete information, including proof of the lack of availability of the specified product, and descriptive data necessary to determine the quality of the proposed product. Samples shall be provided when requested by the Project Manager. The burden of proof as to the comparative quality or suitability of the proposed product shall be upon the Contractor. The Project Manager's decision in such matters shall be final. In the event that the Project Manager rejects the use of such substitute product, then one of the particular products designated by brand name shall be provided.

2.13.2 The Project Manager will examine and review the Substitution request and return it, within twenty-one (21) calendar days from the date of its receipt at the Project Manager's office, to the Contractor noted with the final decision. When requested by the Project Manager, the Contractor shall resubmit such shop drawings, descriptive data and samples as may be required.

2.13.3 If any mechanical, electrical, structural, or other changes are required for the proper installation and fit of alternative product, or because of deviations from the Contract such changes shall be shown in the substitution request and such changes shall be made without additional cost to the Owner.

2.13.4 Acceptance on another project, by the Owner, of a product other than that specified for this Project does not constitute evidence of its equality with the product specified, nor its suitability for this Project.

2.14 APPROVAL OF SOURCES OF SUPPLY OR MATERIALS

2.14.1 The Contractor shall submit a complete list of the sources of supply and the manufacturers of all items of materials, equipment and machinery requested by the Project Manager for approval prior to the commencement of any work.

2.15 CONDITIONS OF MATERIAL AND PACKAGING

2.15.1 Unless otherwise specified in the Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with the County's Recycled Packaging Resolution No. 738-92.

2.16 APPROVAL AND ACCEPTANCE OF MATERIALS AND SALVAGE OF MATERIALS

2.16.1 The materials used on the Work shall conform to the requirements of the Contract and may be subject to inspection, testing and approval by the Project Manager before

incorporation in the Work. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

2.16.2 Any work in which untested materials are used without approval or written permission of the Project Manager shall be performed at the Contractor's risk. Materials and equipment found to be unacceptable and unauthorized will not be paid for and, if directed by the Project Manager, shall be removed at the Contractor's expense.

2.16.3 Materials or assemblies not conforming to the requirements of the Contract shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the Work, unless otherwise instructed by the Project Manager. Rejected material or assemblies, the defects of which have been corrected by the Contractor, shall not be returned to the site of the Work until such time as the Project Manager has approved its use, in writing, in the Work.

2.16.4 Ownership of all salvaged equipment and materials, etc., shall remain with the Contractor, unless stated otherwise in the Contract, who shall legally dispose of such equipment and materials, etc., at a legal disposal site(s) provided by and at the expense of the Contractor, away from the airport site. All equipment and materials to be salvaged for the Owner's use shall be transported by the Contractor and delivered to the location as designated by Project Manager.

2.16.5 The Contractor shall exercise due caution in the removal, dismantling and handling of equipment and materials to be salvaged for the Owner's use. The Contractor shall prepare inventory lists for all such salvaged equipment and materials before removal and such lists shall be receipted by the Project Manager and the Owner at the time such equipment and materials are delivered to the Owner.

2.16.6 The Contractor shall be liable for losses or damage resulting from the Contractor's handling of equipment and materials to be salvaged for the Owner's use.

2.16.7 The Project Manager may direct the Contractor to dispose of all or any class of salvage material to a fill or storage site on or adjacent to the Work area, at no additional cost to the Owner.

2.17 CERTIFICATES OF COMPLIANCE

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

2.17.2 Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with the requirements of the Contract will be subject to rejection whether in place or not.

2.17.3 When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name", the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the Work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

A. Conformance to the specified performance, testing, quality or dimensional requirements; and,

B. Suitability of the material or assembly for the use intended in the Work.

2.17.4 If the Contractor proposes to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Project Manager shall be the sole judge as to whether the proposed "or equal" is suitable for use in the Work.

2.17.5 The Project Manager reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

2.18 STORAGE OF MATERIALS AND EQUIPMENT

2.18.1 Before commencing work, the Contractor shall consult with the Project Manager as to available space for temporary storage of materials, location of temporary structures, if any, equipment and other property of the Contractor. Locations determined for such storage of materials, temporary structures, equipment and other property shall be temporary, and the Contractor shall be required to relocate the same as directed by the Project Manager to avoid interference with operations of the Owner or with the Work of other contractors on the job site. Temporary structures shall be neat in appearance, shall not constitute a fire hazard and shall be properly maintained.

2.18.2 Any space that the Contractor may require for equipment, storage, office or other purposes, in addition to that set forth above, shall be procured by the Owner. Stored materials, structures, equipment and other property shall remain the property of the Contractor, which shall be solely responsible for the protection of such property from theft and damage of any sort. The granting of rights of storage on Owner property shall in no way obligate the Owner for protection or replacement of loss of such stored property except for that property that has been formally accepted by the Owner. Additionally, in order to meet service response times specified within the Contract, the Owner will provide for the Contractor, space in the terminals for equipment storage to be used to replace in-service units.

2.18.3 Materials and equipment shall be so stored as to assure the preservation of their quality and fitness for the Work. Stored materials and equipment, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials and equipment shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials and equipment with the Project Manager. The storage of materials and equipment and the location of the Contractor's parked equipment or vehicles shall be as directed by the Project Manager.

2.18.4 Unless otherwise specified or directed by the Project Manager, all storage sites supplied by the Owner shall be restored to their original condition by the Contractor at no additional cost to the Owner.

2.19 SCHEDULE

2.19.1 Where Extra Work might be added to this Project, and at the discretion of the Project Manager, such Extra Work may require that it be planned and executed in accordance with a schedule. The schedule for the Extra Work shall be used for coordination, monitoring, and payment of all work including all activities of Subcontractors, vendors, and suppliers.

2.20 SAFETY, FIRE PREVENTION, AND ENVIRONMENTAL CONSIDERATIONS

2.20.1 The Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding Industrial Safety under Section 330.56 Florida Statutes, Safety Rules - Workers Compensation Laws and with United States Williams - Steiger Occupational Safety and Health Act of 1970 commonly referred to as "OSHA", as applicable, and other national consensus standards of safety pertaining to particular trades.

The Contractor shall be solely responsible for developing and implementing a "Site-Specific" Safety and Health Plan ("S&H Plan") pursuant to the terms of this Contract, and shall at a minimum, conform and comply with all Laws governing safety and health in the Work place.

Prior to commencing any work at the Work site, the Contractor shall submit its S&H Plan which shall include, but is not limited to, the following:

- Hurricane Plan
- Identification of competent person
- Safety statistical data, which will include severity and lost-time frequencies
- Contractor daily project safety inspections
- Project Emergency Notification List (updated as needed)
- Equipment certification and daily inspection
- Trenching inspection
- Confined Space Entry Permitting and coordination

- Maintenance of Traffic Inspection
- Hazard Communication
- Work zone safety and flagging
- Lockout/Tagout Coordination
- Fire prevention, hotwork permitting, and Fire Watch

2.20.2 The Contractor shall not endanger, by cutting, digging, loading or otherwise, the structural integrity or overall safety of any structure, installation, facility, work in progress or work completed.

2.20.3 The Contractor and all Subcontractors shall be governed by the provisions of the Miami -Dade County, Florida, Fire Prevention and Safety Code, and shall take all necessary precautions to guard against and eliminate all possible fire hazards and to prevent injury to persons or fire damage to any building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private, particularly when gas or arc welding and torch cutting is taking place. Open flames (except approved torch cutting equipment), including the use of flambeaux, are strictly prohibited.

2.20.4 Environmental Considerations:

A. Asbestos: When asbestos materials are encountered or are suspected to be present in the area of the Work, the Contractor shall immediately shut down all work in the area and notify the Project Manager of the asbestos discovery.

B. Flammable Materials: The Contractor shall store petroleum products, paint and other flammable materials in designated locations and in compliance with fire safety regulations. Spillages shall be collected and legally disposed of promptly and in a manner consistent with fire safety regulations and environmental protection regulations issued by Federal, State and local agencies having relevant jurisdiction.

C. Noise Controls: The Contractor shall minimize noise caused by work operations. The Contractor shall provide machinery and equipment fitted with efficient noise-suppression devices for protection of employees and public and he shall schedule working hours and operations to minimize public disturbance in vicinity of work. The Contractor shall employ sound barriers as directed by the Project Manager.

D. Fumes: The Contractor shall not conduct operations that will result in the production of noxious, flammable, explosive or odoriferous fumes in locations or in quantities that constitute a hazard to health or safety or an objectionable environment for workers or public.

2.21 AS-BUILT INFORMATION

2.21.1 The Contractor shall provide As-Built information when so requested by the Project Manager.

2.22 SIGNS

2.22.1 No Contractor sign or other advertising matter shall be permitted on the airport.

2.23 SUBCONTRACTING PORTIONS OF THE WORK

2.23.1 The Contractor will be permitted to subcontract portions of the Work to competent Subcontractors. Such Subcontractors, when applicable, shall hold valid current certificate(s) for the type of work to be performed.

2.23.2 Nothing contained herein shall create any contractual relationship between the Owner and any level of Subcontractor, of materialman or of supplier.

2.23.3 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that:

A. Preserve and protect the rights of the Owner and the Project Manager under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;

B. Require that such work be performed in accordance with the requirements of the Contract;

C. Require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a part, in reasonable time to enable the Contractor to apply for payment;

D. Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work be submitted to the Contractor (via any Subcontractor or Sub-Subcontractor or supplier where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract for like claims by the Contractor upon the Owner; and

E. Require specific consent to the provisions of the Contract.

2.24 OFF SITE INSPECTIONS

2.24.1 All inspections and testing of materials, assemblies and equipment will be performed in Miami-Dade County. If the Contractor's material equipment or manufacturing sources are such that inspections or tests cannot be made in Miami-Dade County, all traveling and lodging expenses in connection with such inspections and testing shall be borne by the Contractor.

2.25 INTERFERENCE WITH EXISTING UTILITIES, CONTROLS, OR OTHER FACILITIES

2.25.1 Attention of the Contractor is specifically directed to the need for careful control of all aspects of his work to prevent damage to cables, ducts, water mains, sewers, fire mains, telephone cables, fuel lines, radar cables, and any other utilities and structures.

2.25.2 The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the written permission of the Project Manager. If a suitable bypass of such utility cannot be provided, then the Project Manager may direct the Contractor to proceed with the Work on a 24-hour per day basis until such interrupted utility services are completely restored. Requests for disconnection shall be submitted on a fully completed copy of the MDAD "Shut Down Form" delivered to the Owner through the Project Manager for processing and approval at least five (5) working days prior to the time of the requested interruption, and shall state:

A. The identity of the utility involved.
B. Justification of the requested disconnect.
C. The location of the requested disconnect.
D. The exact date and time at which the disconnect is requested.
E. The duration of the proposed disconnect.

2.25.3 In the event of damage to existing facilities or structures proposed to remain, relocated or otherwise reused by the Owner, or accidental disruption of utilities or other facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to repair or replace all damage and to restore all services. Further, the Contractor shall engage any additional outside services which may be necessary to prosecute repairs on a continuous "around the clock" basis until services are restored. The Contractor shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in making repairs and restoring disrupted service resulting from the Contractor's work shall be borne by the Contractor and the Contractor shall be fully responsible for any and all claims resulting from the damage.

2.26 AIRFIELD OPERATIONS AREA (AOA) SECURITY

2.26.1 Contractor acknowledges and accepts full responsibility for compliance with all applicable rules and regulations including those of the Transportation Securtiy

Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP), and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).

2.26.2 In order to maintain high levels of security at MIA, Contractor must obtain MDAD photo identification badges for all Contractor employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances.

2.26.3 The Contractor shall be responsible for requesting MDAD to issue identification badges to all employees who Contractor requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport 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 employ of the Contractor or upon final acceptance of the Work or termination of this Contract. Contractor will be responsible for fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance.

2.26.4 All employees of the Contractor, Subcontractors, or trade contractors who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo pass the Contractor must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the

ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provides SIDA Training.

2.26.5 Contractor Ramp Permits will be issued to the Contractor authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to the Subcontractor) that must have access to the site during the performance of the Work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

2.26.6 Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Contractor shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOASIDA.

2.26.7 Only Contractor management level staff, supervisors and foremen with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved Maintenance of Traffic (MOT). 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 conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

2.26.8 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 Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Contractor or Subcontractor from entering the Secured/AOA/SIDA/Sterile Areas or other

restricted areas, 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 TSA, DHS,, FAA, CBP and MDAD SIDA/access control policies, rules and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport 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 Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.

The Contractor acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.

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

2.26.10 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.

2.26.11 Prior to Substantial Completion or Beneficial Occupancy of any facility that will permit access to the Secured/AOA/SIDA/Sterile Areas via doors or gates, the Contractor shall either (a) keep all such doors and/or gates locked at all times or (b) position a security guard or designated employee to monitor any door and/or gate that must remain open. Keys to such doors and gates shall be limited and issued only to company employees with a current MDAD picture ID. Door/gate keys shall be numbered and stamped "Do Not Duplicate." The Contractor shall keep a log of all keys issued and to whom. The log is subject to audit by the Owner. Employees must have their assigned key in their possession at the time of audit. Failure to comply with these requirements can result in monetary fines, loss of access to the Secured/AOA/SIDA/Sterile Areas, and/or termination of this Contract.

2.26.12 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/DHS/CBP/FAA.

2.26.13 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.

2.26.14 Contractor agrees that it will include in all contracts and subcontracts with its MIA Subcontractors, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Contractor agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA or the MDAD upon Contractor's Subcontractors, suppliers, and their individual employees for a violation of applicable security provisions, Contractor shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.

2.26.15 In addition to the foregoing, the Contractor shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Contractor employees that will be involved within the CBP/FIS environment at MIA. The Vendor shall be responsible for all related fees for required bonding, fingerprinting and background investigations of Contractor personnel.

2.26.16 The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Contractor shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Contractor to remove any employee it deems unacceptable.

2.27 MAINTENANCE OF AIRPORT OPERATIONS

2.27.1 The Contractor shall control its operations and the operations of its Subcontractors and suppliers so as not to compromise the airport's security, interfere with airport operations or with aircraft, vehicular or pedestrian traffic, except as may be provided for in the Contract.

2.27.2 The Contract is explicitly intended to provide for the maximum degree of safety to aircraft, the general public, airport personnel, equipment and associated facilities, and to the Contractor's personnel and equipment and suppliers, etc., but shall also provide for the minimum interference to the free and unobstructed movement of vehicles and/or personnel engaged in the day to day operation of the Airport and the general public. To this end the Contractor, its Subcontractors and suppliers shall observe all Airport rules and regulations, all other operational limitations which may be imposed from time to time by the MDAD, and shall provide whatever markings, lighting and/or various types of

barricades, or other measures which are required to properly identify Contractor personnel, equipment, vehicles, storage areas and any Contractor's work areas or conditions which may be hazardous to the uninterrupted operation of aircraft, airport equipment, including but not limited to maintenance vehicles and fire rescue vehicles, other vehicles, or personnel or vehicles from any source operating on the Airport. In order to provide the maximum degree of safety on airports during the Work, the Contractor shall comply with the provisions of FAA Advisory Circular AC 150/5370-2C.

2.27.3 When the Work requires the Contractor to work within the AOA, the Contractor shall coordinate its work with MDAD (through the Project Manager) at least 48 hours prior to the commencement of such work. The Contractor shall not close an AOA until so authorized by the Project Manager and until all necessary temporary markings and associated lighting are in place, as specified hereinafter.

2.27.4 When the Work requires the Contractor to work within the AOA on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications with the Project Manager and MDAD; obey all instructions to vacate the AOA; obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations within the AOA until the satisfactory conditions are provided.

2.27.5 The Contractor shall furnish and erect all barricades, warnings signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Project Manager, all as specified in the Technical Specifications.

2.27.6 Open-flame type lights are not permitted.

2.27.7 If the Contractor fails to maintain the markings, lighting and barricades as required above, the Owner shall cause such safety measures to be installed by others. The cost for such service by others in this regard shall be borne by the Contractor.

2.27.8 The Contractor's responsibility for Maintenance of Traffic shall begin on the day the Contractor starts work on the project, or on the effective date of the Notice to Proceed, whichever comes first.

2.28 TEMPORARY UTILITIES

2.28.1 Any temporary utilities which may be required to maintain operations of the Owner's or County's facilities, other affected facilities, or the Work in progress shall be furnished, installed and maintained by the Contractor. No such utilities shall be installed or operated without the prior approval of the Project Manager. At the completion of the Work, all temporary utilities shall be removed.

2.28.2 All fees, charges, and cost for labor and materials, including the furnishing of temporary equipment and the connection(s) thereof, required for the maintenance of temporary utility services in lieu of existing utility services disrupted by the Work shall be furnished by the Contractor at his expense, except where otherwise specified. When such temporary services are no longer required, the Contractor shall remove all temporary equipment and connections and leave the facilities and existing permanent apparatus in as good condition as existed prior to making such temporary connections.

2.28.3 Unless otherwise specified in the Contract, the Contractor shall provide all utility services (e.g. telephone, power, lighting, water, sewer), necessary for the performance of its work, in accordance with the requirements of the Technical Specifications.

2.29 PERMITS, LAWS, TAXES, ROYALTIES AND REGULATIONS

2.29.1 The Contractor shall apply for and procure all permits, certificates, inspections and licenses, pay all charges, taxes, royalties and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

2.29.2 The Owner will not pay or reimburse the Contractor for any penalty(ies) relating to permits or fees as a result of the Contractor's failure to timely obtain all permits, inspections, approvals, etc.

2.29.3 The Contractor shall observe and comply with all applicable Federal, State, County and other laws, codes, ordinances, rules and regulations of the Federal, State and County governments, and any and all programs developed in compliance therewith, in any manner affecting the conduct of the Work.

2.29.4 If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, the County, the Project Manager, and the Consulting Engineers from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the Work.

2.29.5 The Contractor shall be subject to and comply with all the provisions of Sections 2-8.4.1, Fraud and Misrepresentation, and 10-38, Debarment, of the Miami-Dade Code. A breach of the clauses contained in the contract adversely affecting the performance of the Contractor on this project may be grounds for the initiation of debarment proceedings.

2.30 AUDIT RIGHTS AND REVIEW OF RECORDS

2.30.1 - The Contractor shall, during the term of this Contract and for a period of five years thereafter, allow the Owner and its duly authorized representatives to inspect all payroll records, invoices for materials, books of account, project correspondence and project-related files, and all relevant records pertinent to the Contract.

2.30.2 The Owner retains the right to audit accounts and access all files, correspondence and documents in reference to all work performed under this contract. The Owner shall be provided full access upon request to all documents, including those in possession of Subcontractors or suppliers during the Work and for a period of five years after the completion of the Work. In case of any litigation regarding this project, such rights shall extend until final settlement of such litigation. Failure to allow the Owner access shall be deemed a waiver of Contractor's claims.

2.30.3 The Contractor shall maintain a banking account within Miami-Dade County for all payments to laborers, Subcontractors and vendors furnishing labor and materials under this Contract. All records shall be maintained in Miami-Dade County for the term of this Contract.

2.30.4 Office of the Inspector General.

A. According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all, on any County/Trust contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless this Contract is federally or state funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded by Special Condition.

B. The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the

(Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

C. Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

D. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

E. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

(1) If this contract is completely or partially terminated, the Contractor shall make available records relating to the Work terminated until three (3) years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

F. The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by

the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

G. Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

H. Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

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

2.31 GOVERNING LAWS

2.31.1 Laws: The Contractor shall, during the term of this Contract, be governed by the statutes, regulatory orders, ordinances and procedures of the United States of America, the State of Florida and of Miami- Dade County.

2.31.2 Venue: This Contract shall be governed and construed in accordance with the lows of the State of Florida. The venue of any action on this Contract shall be laid in Miami-Dade County, Florida and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

2.32 SUCCESSORS AND ASSIGNS

2.32.1 The Owner and the Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. The Contractor shall not assign the contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due the Contractor hereunder, without the previous written notice of the Owner.

2.33 WRITTEN NOTICE

2.33.1 Written notice to the Contractor shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended or if delivered at or sent by registered or certified mail to the last business address known to those who give the notice.

2.33.2 Written notice to the Owner shall be deemed to have been duly served if delivered in person, delivered at or sent by registered or certified mail to the Aviation Department, Miami International Airport, Facilities, P.O. Box 025504, Miami, Florida, 33102-5504, in care of the Assistant Director, Facilities Division.

2.34 EQUAL EMPLOYMENT OPPORTUNITY

2.34.1 The 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, nor, 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. The 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 are not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay of other forms of compensation, and selection for training including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Contractor shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, revised Order No. 4 of December 1, 1971, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes 112.041, 112.042, 112.043 and Miami-Dade County Code, Section 11A, Article III , Public Accommodations, and Article IV, Employment.

2.35 NONDISCRIMINATORY ACCESS TO PREMISES

2.35.1 The Contractor, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, sex, national origin 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 the Contractor shall use the Premises in compliance with all other requirements imposed by or pursuant to then enforceable regulations of the Department of Transportation, as amended from time to time.

2.36 BREACH OF NONDISCRIMINATION COVENANTS

2.5.14.1 In the event it has been determined that the Contractor has breached any enforceable nondiscrimination covenants contained in subsection 2.5.12 Equal Employment Opportunity and 2.5.13 Nondiscriminatory Access to Premises above, pursuant to the complaint procedures contained in the applicable Federal Regulations, and the Contractor fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Cancellation or Termination of Contract subsection hereof.

2.37 NONDISCRIMINATION

2.37.1 During the Performance of this Contract, the Contractor agrees as follows: The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the 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. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain the compliance with such rules, regulations, and orders. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with Cancellation or Termination of Contract subsection hereof and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law. The Contractor will include the provisions of Sections 2.3.12 and 2.3.13 above in Contractor sub-contracts in excess of $10,000, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each sub-contractor.

2.38 ENTIRETY OF AGREEMENT

2.38.1 The Parties hereto agree that this Contract sets forth the entire agreement between the Parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to,

modified, superseded or otherwise altered, except as may be specifically authorized by subsection 2.39 to these General Conditions.

2.39 CHANGES IN THE WORK

2.39.1 The Owner reserves the right to delete work from this Contract, to add work to this Contract, and to change work to be accomplished under this Contract without invalidating the Contract.

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

2.39.3 Changes in the Work may be initiated by the issuance of a Bulletin by the Project Manager. The Contractor shall submit a price quote to the Project Manager for its review, within twenty-one (21) calendar days of receipt of a Bulletin. The Contractor shall maintain this price, for acceptance by the Owner, for a minimum of 90 calendar days after submittal. The cost or credit to the Owner for any change in the Work shall be determined in accordance with the provisions of the Contract. The Contractor shall not be compensated for effort expended in preparing and submitting price quotes.

2.39.4 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.

2.40 ALLOWANCE ACCOUNTS

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

A. 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; for performing minor changes required to resolve Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; and for making adjustment to quantities specified in the Technical Specifications to conform to actual quantities installed resulting from changes in the Work.

B. Other allowance account(s), such as Dedicated Allowance Accounts, may be used as specified in the Contract.

These values, if any, are included in the Total Contract Amount, but are not chargeable against the Total Contract 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 Owner.

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

2.40.3 The Work Order for the required work will be issued by the Owner upon receipt from the Contractor of a satisfactory proposal for performance of the Work, and the acceptance thereof by the Owner. If the nature of the Work is such that use of the add/delete prices in the Bid Form are not economically practical, the Work Order may be issued to perform the Work on a Cost Plus Basis.

2.40.4 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 appropriate Change Order.

2.40.5 At Final Acceptance, the Contract Price shall be decreased to reflect unexpended amounts under the Allowance Accounts.

2.41 DELETION OF WORK

2.41.1 The Owner reserves the right to delete any portion, or all, of the Work. In the event the Owner exercises its right to delete any portion(s) of the Work contemplated herein, such deletion will be ordered and the Total Contract Amount will be adjusted as provided for in this Contract by Change Order or by Work Order, as appropriate.

2.41.2 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 Contract 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 Owner. 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.

2.41.3 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.

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

2.42 EXTRA WORK

2.42.1 All additional work ordered or work changed shall be authorized by Work Order(s) or Change Order(s). All changed or added work so authorized shall be performed by the Contractor at the time and in the manner specified.

A. The Change Order shall include, but not be limited to:
   (1) Scope of work to be added, deleted or modified;
   (2) Cost of work to be added, deleted or modified;
   (3) The Contract time extension required to perform the Work to be added, deleted or modified;
   (4) Full release of claims associated with the Contract thru the date of the change order, or a reservation of claims identified as to each claim reserved, the scope of the Work, the maximum cost of the Work, and the maximum number of days of Contract time requested, shall be specified.
   (5) Justification.

B. The Work Order shall include, but not be limited to:
   (1) Scope of work to be added, deleted or modified;
   (2) Cost of work to be added, deleted or modified;
   (3) The Contract time extension required to perform the Work to be added, deleted or modified;
   (4) Full release of claims associated with the Contract thru the date of the work order, or a reservation of claims identified as to each claim reserved, the scope of the Work, the maximum cost of the Work, and the maximum number of days of Contract time requested, shall be specified.
   (5) Justification.

2.42.2 If work is ordered, changed, or deleted which is not covered by the Schedule of Values in the Bid Form, then the Owner and the Contractor shall negotiate an equitable adjustment to the Contract Price for the Direct Costs for the performance of such work.

2.42.3 If the Owner and the Contractor cannot reach agreement on an equitable adjustment to the Contract Price as prescribed above or cannot reach agreement on an equitable adjustment to the Total Contract Amount for work not covered by the add/deduct provisions of the Technical Specifications, then the extra work will be performed on a force account basis as directed by the Project Manager and paid for as specified below.

2.42.4 The following percentages will be allowed as mark-ups over Direct Costs for all negotiated adjustments to the Total Contract Amount or for work performed on either a negotiated lump sum basis or a force account basis (time and materials work):

A. **Extra Work Performed by Contractor's Own Forces**
The Contractor shall be paid fifteen percent (15%) of the actual Direct Cost as direct compensation for Overhead, profit and all other costs associated with the Work.

B. **Extra Work Performed by a Subcontractor or any Sub-tier Subcontractor**
The Contractor shall be paid fifteen percent (15%) of the Subcontractor's or sub-tier Subcontractor's actual Direct Cost as direct compensation for the Contractor's and Subcontractors' Overhead, profit and all other costs associated with the Work at all tiers.

2.42.5 In the event extra work is performed on a force account basis, then the Contractor and the Subcontractor(s), as appropriate, shall maintain itemized daily records of costs, quantities, and labor. Copies of such records, maintained as follows, shall be furnished to the Project Manager daily for approval, subject to audit.

A. Comparison of Record. The Contractor, including his Subcontractor(s) of any tier performing the Work, and the Project Manager shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor, the Subcontractor performing the Work, and the Project Manager or their duly authorized representatives.

B. Statement. No payment will be made for work performed on a force account basis until the Contractor has furnished the Project Manager with duplicate itemized statements of the cost of such force account work detailed as follows:

(1) Name, classification, date, daily hours, total hours, rate and extension for each laborer, tradesman, and foreman.

(2) Quantities of materials, prices, and extensions.

(3) Transportation of materials.

The statements shall be accompanied and supported by a receipted invoice of all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that

the price and transportation claimed represent the actual cost to the Contractor.

2.42.6 Increases to the Contract Amount shall be authorized by a Change Order executed by the Contractor, the Contractor's Surety and the Owner. Decreases to the Contract amount shall be by Change Order or Work Order as determined by the Owner.

2.42.7 Any claim for payment of Extra Work that is not covered by a Change Order or Work Order will be rejected by the Owner.

2.42.8 Inefficiency in the Prosecution of the Work: If in the Owner's opinion, the Contractor or any of its Subcontractors, in performing force account Work, is not making efficient use of labor, materials or equipment or is proceeding in a manner which makes force account Work unnecessarily more expensive to the Owner, the Owner may, in whole or part, direct the Contractor in the deployment of labor, material and equipment. By way of illustration, inefficiency may arise in the following ways: (1) the timing of the Work, (2) the use of unnecessary labor or equipment, (3) the use of a higher percentage of journeymen than in non-force account Work, (4) the failure to procure materials at lowest price, or (5) using materials of quality higher than necessary.

2.43 DELAYS

2.43.1 For delays to the Contractor caused by the Owner while the Contractor is on Site and performing work, the Contractor shall be paid additional Direct Costs incurred and the Contract term shall be extended if necessary. To be compensated, the Contractor must file a claim in accordance with the provisions of Section 2.45 of these General Conditions. In addition, the Contractor cannot claim delay if it is not on Site performing work.

2.43.2 Force Majeure - Notwithstanding the above, if the performance of this Contract, or any obligation contained in it, is prevented, restricted or interfered with by reason of either

A. fire, explosion, breakdown of plant, epidemic, hailstorm, hurricane, tornado, cyclone, flood, power failure, lightning, water, or other acts of God, or

B. war, revolution, terrorism, civil commotion, acts of public enemies, blockage, or embargo,

then the party affected, upon giving prompt notice to the other party, shall be excused from such affected performance on a day-to-day basis to the extent of such prevention, restriction or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided however,

that the party so affected shall use its commercially reasonable efforts to avoid or remove such causes of non-performance and the Parties shall perform promptly whenever such causes are removed or ceased.

2.43.3 In the event the Contractor fails to perform any other covenant or condition of this Contract relating to the Work, the Contractor shall become liable to the Owner for any actual damages which the Owner may sustain as a result of such failure on the part of the Contractor.

2.43.4 Nothing in this Section shall be construed as limiting the right of the Owner to terminate the Contract, to require the Surety to complete said Project, and to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Contract as set forth and provided for in the Contract.

2.44 TEMPORARY SUSPENSION OF WORK

2.44.1 The Project Manager shall have the authority to suspend the Work wholly, or in part, for such period or periods as may be deemed necessary, for failure of surety, for other conditions unfavorable for the prosecution of the Work, or for failure on the part of the Contractor to carry out the instructions of the Project Manager as provided for in the Contract.

2.44.2 If it should become necessary to suspend the Work for an indefinite period, the Contractor shall store all materials in such a manner that they will not become an obstruction, nor become damaged in any way, and it shall take every precaution to prevent damage or deterioration of the Work performed. The Contractor shall construct temporary structures where necessary to provide for maintenance of traffic around or through the Work area.

2.44.3 The Contractor shall not suspend the Work without written order from the Project Manager.

2.44.4 In the event that the Contractor is ordered by the Project Manager, in writing, to suspend work for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor, its Subcontractors, suppliers or materialmen have no control, the period of such shutdown, if it causes delay in the completion time, the Contractor may claim delay as provided elsewhere in the Contract. The period of shutdown shall be computed from the effective date of the Project Manager's order to suspend work to the effective date of the Project Manager's order to resume the Work. No provision of this section shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the Contract.

2.44.5 Nothing in this Contract shall be construed as entitling the Contractor to compensation for delays due to failure of Surety, suspensions ordered as a result of the

Contractor's nonconformance with the Contract, as a result of the Contractor's failure to carry out the instructions of the Project Manager or for any other delays not specifically deemed to be the fault of the Owner, as provided for elsewhere in the Contract.

2.45 CLAIMS AND DAMAGES

2.45.1 No claims for additional compensation, time extension or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this section. Failure to present and process any claim in accordance with this section shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.

2.45.2 Each claim must be certified, and accompanied by a certified final proposal tabulation in accordance with Miami-Dade County Code Section 21-257. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:

A. The claim is made in good faith;

B. The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;

C. The amount of the claim accurately reflects the amount that the claimant believes is due from the County; and

The certifying person is duly authorized by the claimant to certify the claim.

2.45.3 Each and every claim shall be made in writing and delivered to the Project Manager as soon as reasonably practicable after the event, occurrence or non-occurrence which gives rise to such claim, however, in no event later than ten (10) days after the event or occurrence, or in the case of non-occurrence, within ten (10) days after the time when performance should have occurred. Verbal, telephone or facsimile notice shall be given in those instances where delay in presenting the claim would result in the conditions causing the claim to change, thereby requiring an immediate need to examine the job site or other conditions to ascertain the nature of the claim before the condition(s) disappear or become unobservable. Any such oral or facsimile notice shall be followed, at the earliest practicable time, but in no event more than ten (10) days after the event causing the claim, by written confirmation of the claim information.

2.45.4 Each and every claim shall state:

A. The date of the event or occurrence giving rise to the claim. In the case of a claim arising from a claimed nonperformance, the date when it is claimed that performance should have occurred shall be stated.

B. The exact nature of the claim, including sufficient detail to identify the basis for the claim, including by way of example only, such details as drawing numbers, specification sections, job site location, affected trades, contract clauses relied upon, schedule references, correspondence or any other details reasonably necessary to state the claim.

C. The claim shall clearly state whether additional monies are part of the claim. If known, the dollar value associated with the claim shall be stated. If unknown, the notice shall indicate the types of expenses, costs or other monetary items that are reasonably expected to be part of the claim amount.

D. The dollar value associated with the claim, along with all supporting documentation, shall be delivered within 30 days after completion of the Work that is subject of the claim.

E. Any claim for additional monies that also involve a request for time extension, including Extra Work, shall be submitted together with the amount of time being requested and the supporting data including applicable scheduling references supporting the claim. Any scheduling references shall include a month-by-month time impact analysis (TIA) and demonstrate the effect of the delay of any Extra Work or change on the Contract completion date for the period that the change or delay affects.

F. No reservation of rights will be effective to preserve any claims that are not fully documented and submitted in accordance with requirements of this Contract. Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts within the request for partial payment or the request for final payment shall be construed as a waiver, abandonment and relinquishment of all claims for additional monies resulting from the claim.

2.45.5 Proposed time extensions must include a time impact analysis (TIA), clearly showing the impact on the Contract, and conclusively proving the validity of the proposed extension.

In order to request additional time or compensation associated with changes or delays, the Contractor shall submit a written request for time extension with his claim and a time impact analysis (TIA). The TIA shall demonstrate the time impact of each change or delay based on the date of the change or start of delay on the Contractor's current schedule. Each TIA shall include how the Contractor proposes to incorporate the changes or delays into its schedule. Contractor's failure to submit the TIA in accordance with this paragraph shall constitute a waiver and abandonment by Contractor of any claims for time related issues.

A. The Contractor shall submit the time impact proposal used in the TIA within ten (10) days after a delay commences.

B. Where the Contractor does not submit a TIA for a specific change or delay within the period of time specified herein, then it is expressly understood that the particular change or delay has no time impact on the Contract and no time extension is required or shall be subsequently granted.

C. Payment for delays shall be in accordance with the General Conditions.

Proposed Contract time extensions shall not be approved unless the time extension will cause the Contract completion date to be extended.

2.45.6 The Project Manager shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within sixty (60) days after a claim has been received, the claim shall either be recognized or, if the claim is not recognized within sixty (60) days, it shall be deemed denied. If the claim is recognized, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized claim, the Owner shall pay to the Contractor the amount of money it deems reasonable, less retention, to compensate the Contractor for the recognized claim.

2.45.7 Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts in the body of the change order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said change order, however, once the Contractor has properly reserved rights to any claim, no further reservations of rights shall be required until the final payment under the Contract. At such time the Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

2.45.8 No reservation of rights will be effective to preserve any claims that are not fully documented and submitted in accordance with requirements of these Contract Documents. Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts on the Contractor's Affidavit and Release of Claim for each pay application and on the Contractor's Affidavit and Release of All Claims, within the Request for Final Payment, shall be construed as a waiver, abandonment and relinquishment of all claims for additional monies resulting from the claim

2.45.9 The Contractor shall not cease work on account of any denied claim or any recognized claim upon which an agreement cannot be reached.

2.45.10 With regard to any and all claims for additional compensation resulting from delays to the Work, it is expressly understood and agreed as follows:

A. The claimed delay must be Owner caused.

B. Notice of the claim shall have been provided in accordance with and within the time specified in this section.

C. The Contractor assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation for indirect costs.

(1) Home office expenses or any direct costs incurred allocated from the headquarters of the Contractor.
(2) Loss of anticipated profits on this or any other project.
(3) Loss of bonding capacity or capability.
(4) Losses due to other projects not bid upon.
(5) Loss of business opportunities.
(6) Loss of productivity on this or any other project.
(7) Loss of interest income on funds not paid.
(8) Costs to prepare, negotiate or prosecute claims.
(9) Costs spent to achieve compliance with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract).

D. All claimed items of additional compensation shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.

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

2.46 SCOPE OF PAYMENT

2.46.1 Special Condition – The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable, as otherwise stated herein above, because this Contract is either funded by aviation revenue or financed by aviation revenue Bonds.

2.46.2 The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all equipment and materials, for performing all work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, to the provisions of the Contract.

When the Technical Specifications require that the contract price (price proposed) include compensation for certain work or material essential to the item, this same work or

material will not also be measured for payment under any other contract item which may appear elsewhere in the Contract, Plans, or Specifications.

The Contractor's attention is directed to County Code, Section 2-8.1.4, providing for expedited payments to small businesses by County agencies; creating dispute resolution procedures for payment of County obligations; and requiring the Contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business Subcontractors. Failure of the Contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract and debarment procedures of the County.

2.47 PARTIAL PAYMENTS TO THE CONTRACTOR

2.47.1 .The Contractor shall be paid monthly for O&M services by dividing the total O&M amount proposed for the current Contract term by the total number of months within the current Contract term. Payment for partial months shall be prorated accordingly. Payments for work contained with change orders or work orders shall be lump sum upon completion of the applicable work, or otherwise as stipulated within the change order or work order.

2.47.2 The Contractor shall submit to the Project Manager two (2) copies of a duly certified invoice for payments due on account of the portion(s) of the Work Accepted. A copy of the applicable Certificate of Acceptance for the Work invoiced shall accompany the original copy of the invoice. The format, content and submittal date of the invoice shall be as specified by the Project Manager.

2.47.3 The Contractor shall prepare each invoice and submit same to the Project Manager for approval by the Owner.

2.47.4 The Contractor shall submit as attachments to each invoice three (3) copies of a properly executed Contractor's affidavit, and Subcontractors' affidavit(s) in the forms as bound herein

2.47.5 Payment for work represented by the invoice will be made approximately thirty (30) days after approval by the Owner of the invoice. In case of a dispute in one or more of the amounts in an invoice, only the amounts not being disputed will be paid. All payments to the Contractor shall be payable at the office of the Comptroller of the Miami-Dade Aviation Department, Miami International Airport, Miami, Florida.

2.47.6 The quantity of work performed and its value will be determined based in accordance with the Technical Specifications, and any changes in the Work as may be authorized by the Owner.

2.47.7 In the event the Surety on the Performance and Payment Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the State of Florida suspended or revoked as provided by law, the Owner shall withhold payment of any invoice(s) filed and certified by the Project Manager until the Contractor shall give a good and sufficient Bond(s) as required by the Contract, in lieu of the Bond(s) so executed by such Surety.

2.47.8 If any work or material is discovered, which in the opinion of either the Project Manager or the Owner is defective, or should a reasonable doubt arise on the part of the either the Project Manager or the Owner as to the integrity of any part of the Work completed previous to the final acceptance and payment, there will be deducted from the first invoice rendered after the discovery of such work, an amount equal in value to the defective or questioned work, and this work will not be included in any subsequent invoice until the defects have been remedied or the causes for doubt removed.

2.47.9 If the Contractor fails to complete the Work prior to or on the Contract term completion date, no further payments will be made after the date of completion date until the Contractor delivers to the Owner a written consent of the Contractor's Surety covering all payments to be made thereafter, without affecting the validity of the Performance and Payment Bond.

2.48 SUBCONTRACTOR'S AFFIDAVITS FOR PAYMENTS

2.51.1 Except for the first application for payment, every request by the Contractor for payment of work performed shall be accompanied by affidavits as required by Section 10-35 of the Code of Miami-Dade County, such affidavits to be in substantially the form as contained in Section 7.

2.49 FINAL PAYMENT

2.49.1 After Final Acceptance of the Work, a request for Final Payment prepared by the Contractor shall be submitted to the Project Manager for approval by the Project Manager and the Owner and subsequent payment to the Contractor.

2.49.2 Except as may be noted on the Contractor's Affidavit and Release of All Claims, the Contractor hereby agrees to accept Final Payment as full payment for performing and completing the Work, for furnishing all labor, materials, services, equipment and everything necessary for or incidental to, and for all incidental expenses in connection with, for all loss by damage to or destruction of the Work due to any cause whatsoever, for any additional expenses because of delays or unforeseen difficulties encountered, for settlement of claims, agreed upon deductions in lieu of removal and replacement of defective work, and for replacement of defective work and materials. Except as may be noted on the Contractor's Affidavit and Release of All Claims, acceptance of the Final Payment shall constitute an accord and satisfaction between the Owner and the Contractor. In case of unresolved Subcontractor claims against the Contractor, the Owner

will withhold all disputed amounts unless the Contractor provides a fully executed Consent of Surety in a form acceptable to the Owner.

2.50 DETERMINATION AND EXTENSION OF CONTRACT TIME

2.50.1 All work under this Contract shall be completed within the Contract term, counting from the effective date of the Notice-to-Proceed and including all Saturdays, Sundays, holidays and non work days. All calendar days elapsing between the effective dates of the Project Manager's orders to suspend and then to resume all work, due to causes not the fault of the Contractor, its Subcontractors or suppliers, as specified in these General Conditions, shall be considered to be in accordance with the requirements of these General Conditions.

2.50.2 If the Contractor finds it impossible for reasons beyond its control to complete the Work pursuant to an applicable schedule, or as extended in accordance with the provisions of these General Conditions, it may, at any time prior to the completion date shown in the applicable Schedule, as extended, make a written request to the Project Manager for an extension of time setting forth the reasons which it believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Project Manager finds that the Work was delayed because of conditions beyond the control and without the fault of the Contractor, the Project Manager may recommend to the Owner to extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be extended in the form of a Change Order or Work Order, which will be in full force and effect, the same as though it were the original time for completion. This Change Order or Work Order may be executed prior to or after the expiration of the Contract Time as extended.

2.51 ACCEPTANCE OF THE WORK

2.51.1 Acceptance of a portion of the Work as defined herein shall be as specified in the Technical Specifications, or within the content of the applicable Change Order or Work Order.

2.52 CONTRACTOR'S PROTECTION OF THE WORK

2.52.1 Until the Final Acceptance of the Work, excepting only those portions of the Work previously accepted, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before Final Acceptance and shall bear the expense thereof.

2.52.2 If the Work is suspended for any cause whatever, the Contractor shall be responsible for the Work and shall take such precautions necessary to prevent damage to the Work. The Contractor shall erect necessary temporary structures, signs, or other facilities as necessary to protect the Work.

2.53 GUARANTEES AND WARRANTIES

2.53.1 The guaranty period for the entire work covered by the Performance and Payment Bond shall not begin until Final Acceptance of all work under the Contract and will be for a period of one year unless otherwise stipulated in the Technical Specifications.

2.53.2 The guaranty period for equipment covered by Contractor's and Subcontractors' guarantees shall be in accordance with the requirements of the Technical Specifications.

2.53.3 The Contractor agrees that it will correct all defects discovered within one year (or longer if a longer period is stipulated in the Technical Specifications) of the date of Final Acceptance and that it will commence work on such repairs within the times specified in the Technical Specifications after being notified by the Owner of the need for this work.

2.53.4 If the Contractor fails to act within this time period, the Owner reserves the right to have the Work performed by others at the expense of the Contractor, and the Contractor agrees to pay the Owner the cost thereof upon demand. The Owner shall also be entitled to reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

2.53.5 All guarantees and warranties shall be delivered to the Project Manager prior to Acceptance of each portion of the Work.

2.54 FINAL ACCEPTANCE

2.54.1 Final Acceptance of the whole work as defined herein shall be in accordance with the Technical Specifications.

2.54.2 Upon notification of Final Acceptance, the Contractor shall furnish to the Project Manager the final Contractor's Affidavit and Release of All Claims.

2.54.3 Final Acceptance of the Work does not preclude or estop the Project Manager from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall the Owner be precluded or estopped from recovering from the Contractor or its Surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill its obligations under the Contract. A waiver on the part of the Owner of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

2.54.4 The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

2.54.5 As a condition of Final Acceptance, the Contractor will return all of the Contract Documents, including any copies made, and any copies that are in the possession of Subcontractors, suppliers and materialmen, to the Owner. Failure to return the Contractual Documents, and all copies, to the Owner will be reported to a Law Enforcement Investigating Authority. Furthermore, the Contractor shall not be allowed to participate in future Confidential solicitations until such time that the Contractor has taken corrective actions satisfactory to Miami Dade County.

2.55 CONTRACTOR'S AFFIDAVIT AND RELEASE OF ALL CLAIMS

2.55.1 Upon the completion of the Work and before the final payment is made, the Contractor shall execute a Contractor's Affidavit and Release of All Claims (see Section 7). This is to be accompanied by a consent of the Surety, in favor of the Owner, on the Form included in the Contract. An original Contractor's Affidavit and Release of All Claims shall be submitted to the Project Manager with the Contractor's Request for Final Payment.

2.55.2 The rights of all persons supplying labor, materials and supplies used directly or indirectly in the prosecution of the Work covered by this Contract are governed by the provisions of Section 255.05, Florida Statutes. Nothing in the Contract shall be construed to confer any benefits or rights upon or to create any relationships whatsoever with any Subcontractor, supplier, laborer or any other party except as same may be granted, conferred or created by Section 255.05 of the Florida Statutes.

2.56 INDEMNIFICATION AND HOLD HARMLESS

2.56.1 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.

2.57 PERFORMANCE AND PAYMENT BOND

2.57.1 A Performance and Payment Bond satisfactory to the Owner, on the form attached hereto, in an amount not less than the Total Contract Amount shall be required of the Contractor.

A. The Bond shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of

Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond (Total Contract) Amount	Best's Rating
$ 500,001 to $1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over $10,000,000	A IX

B. On Contract amounts of $500,000 or less, the Bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

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

2) Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and

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

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The Bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For contracts in excess of $500,000 the provision of Subsection 2.57.1B will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. The attorney-in-fact or other officer who signs a Performance Bond and Payment Bond for a surety company must file with such Bond a certified copy of his/her power of attorney authorizing him/her to do so.

2.57.2 The cost of the Bond shall be included in the Total Amount Proposed. No separate payment for the cost of the Performance and Payment Bond shall be made by the Owner.

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

2.57.4 The Bond shall be delivered to the Owner with the executed Contract.

2.57.5 In the event the Surety on the Performance or Payment Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, the Owner shall withhold all payments under the provisions of this Contract until the Contractor has given a good and sufficient Bond(s) in lieu of Bond(s) executed by such Surety.

2.57.6 Cancellation of any Bond, or non-payment by the Contractor of any premium for any Bond required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the Owner at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts that are or may be due to the Contractor.

2.58 INSURANCE

2.58.1 The Contractor shall maintain the following insurance throughout the performance of this Contract until the Work has been completed by the Contractor and accepted by the Owner.

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

B. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount of not less than $5,000,000 combined single limit per occurrence for bodily injury and property damage for vehicles used AOA.

C. Commercial General Liability Insurance, on a comprehensive basis, including Contractual Liability, Broad Form Property Damage and Products and Completed Operations, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage.

D. Installation Floater. The County reserves the right to require the Contractor to provide additional insurance coverage based upon the Scope of Services. Work Orders requiring the procurement and installation of equipment and materials may be required to provide an Installation Floater in the amount of the equipment being procured and installed, before the work may begin.

2.58.2 All insurance policies required herein shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications:

A. The company must be rated no less than "A-" as to management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent, subject to approval of MDAD's Risk Management Division.

2.58.3 The Contractor shall furnish certificates of insurance and insurance policies to the Owner prior to commencing any operations under this Contract. Certificates and policies shall clearly indicate that the Contractor has obtained insurance, in the type, amount, and classifications, as required for strict compliance with this section. The certificates and policies must provide that, in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the MDAD Risk Management Division.

2.58.4 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Contractor from liability under any other portion of this Contract.

2.58.5 Cancellation of any insurance or Bond, or non-payment by the Contractor of any premium for any insurance policies or Bond required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the Owner at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts that are or may be due to the Contractor.

2.58.6 The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the agreement. If insurance certificates are scheduled to expire during the contract period, the Contractor shall be responsible for submitting new or renewed insurance certificates to MDAD's Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

2.58.7 The Owner reserves the right, upon reasonable notice, to examine the original policies of insurance (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The Contractor agrees to permit such inspection at the offices of the Owner.

2.59 CANCELLATION BY THE OWNER

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

2.59.2 In the event of cancellation by the Owner, the Owner shall pay the Contractor for all labor performed and all materials and equipment furnished by the Contractor and its Subcontractors, 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 and approved by the Owner and the Consulting Engineers. The Contractor will be paid for:

A. The final value of all work completed under the Contract, based upon the approved Schedule of Payments,

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 site as of the date of cancellation. Such materials and equipment must be delivered to the Owner to a site or location designated by the Owner 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 Contract shall be considered.

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

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

2.60 TERMINATION BY DEFAULT OF CONTRACTOR

2.60.1 The Contract may be terminated by the Owner for failure of the Contractor to comply with any requirements of the Contract including but not limited to:

A. Failure to begin the Work under the Contract 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 Contract, 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

G. Allows any final judgment to stand against him unsatisfied for a period of 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.

2.60.2 Before the Contract is terminated, the Contractor and its Surety will be notified in writing by the Owner of the conditions which make termination of the Contract imminent. The Contract will be terminated by the Owner ten (10) days after said notice has been given to the Contractor and his Surety. Unless a satisfactory effort acceptable to the Owner has been made by the Contractor or his Surety to correct the conditions, the Owner may declare the Contract breached and send a written Notice of Termination to the Contractor and his Surety.

2.60.3 The Owner 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.

2.60.4 In the event the Owner exercises its right to terminate the Contract for default of the Contractor as set forth herein, the Surety shall complete the Contract in accordance with its terms and conditions. If the Surety fails to act promptly, but no longer than 30 calendar days, the Owner may exercise any of its other options. No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

2.60.5 In the event the Owner exercises its right to terminate the Contract for default of the Contractor as set forth herein, the Surety shall complete the Contract in accordance with its terms and conditions as required by the Surety Performance and Payment Bond. If the Surety takes over, the time or delay between Notice of Default and start of work by the Surety is a Non-Excusable Delay. If the Surety fails to act promptly, but no longer than thirty (30) calendar days, or after such takeover fails to prosecute the Work in an expeditious manner, the Owner may exercise any of its other options including completing the Work by whatever means and method it deems advisable (see Article 3). No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

2.61 TERMINATION FOR NATIONAL EMERGENCIES

2.61.1 The Owner shall terminate the Contract or portion thereof by written notice when the Contractor is prevented from proceeding with the contract 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.

2.61.2 When the contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the contract 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 Contract shall be considered.

2.62 FRAUD, MISREPRESENTATION OR MATERIAL MISSTATEMENT, COUNTY CODE 2-8.4.1

2.62.1 Any individual or corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, the County shall, whenever practicable, terminate the Contract. The County as a further sanction may terminate or cancel any other contracts with such individual or other entity. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Notwithstanding, any

individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years.

2.63 IMPLEMENTATION OF CANCELLATION OR TERMINATION

2.63.1 If the Owner cancels or terminates the Contract, 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 Owner, 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 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 Contract or a portion thereof shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve its Surety of its obligation for and concerning any just claim arising out of the Work performed.

G. In arriving at the amount due the Contractor under this Article, there will be deducted, (1) any claim which the Owner may have against the Contractor in connection with this Contract 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 Owner.

SECTION 3

TECHNICAL SPECIFICATIONS

SECTION 3

TECHNICAL SPECIFICATIONS

3.0 Definitions:

AOIS – Airport Operation Information System
CRT –Cathode Ray Tube
DDS – Data Distribution Server
DID –Destination Information Display
DVC –Display Video Controller
FIDS – Flight Information Display System
GAC – General Aviation Center
GIDS – Gate Information Display System
LCD – Liquid Crystal Display
LED –Lithium Emitting Display
MDAD - Miami Dade Aviation Department
MIA – Miami International Airport
O&M – Operation and Maintenance
OEM –Original Equipment Manufacturer
PC – Personal Computer
RM – Resource Manager
WMS –Work Management System

3.1 General Scope of Work

A. The Contractor shall provide all labor and tools to operate and maintain (O&M) the Airport Operation Information System (AOIS) at Miami International Airport, Miami, Florida, General Aviation Airports, Miami area hotels and the Miami Seaport.
B. The primary purpose of the AOIS is to support the management of flight related information via a system of hardware and software components comprised of redundant servers; various interfaces to other systems; flight information display monitors; check-in counter and gate display monitors; integrated display video controllers (DVC); stand-alone computers; and the related system software programs.
C. The Contractor shall provide expert on-site and off-site software system support including on-site 1st (first) level software support for hardware repair and System maintenance.

3.2 General O&M Requirements

A. The Contractor shall provide the Owner with on-site and on-call technical support for all the equipment and software installed as part of the I115A AOIS Contract and out of scope items.

B. The contractor has implemented the Work Management System (WMS) at MIA to track all equipment, service levels and installations pertaining to the

AOIS system. Via the WMS system, the contractor shall provide on-site and off-site technical support and professional services necessary to ensure the successful operations of the AOIS System.

C. The owner shall maintain all display units such as LCD monitors, LED displays, CRT display or any type of video projection device.

D. The contractor shall provide support from and inclusive of the DVC/PC back to and including all servers within the AOIS system. This will include all software, hardware and firmware associated with the AOIS system.

E. The contractor shall provide competent, knowledgeable, First-Level support field engineers. These field engineers are fully trained by the contractor and their original equipment manufacturer in first level – on site maintenance of all installed AOIS System components. The contractor shall have 100% of its staff factory trained and certified. For new hires after this contract is executed, the contractor shall train new hires within six (6) months to ensure a competence level of Field Engineer 1. Such training and any subsequent training will be at the contractor's expense.

F. The contractor will, at owner's request, make available field engineers to assist with ANY work assignments needed to complete any task associated with the AOIS system. This would include but not be limited to, installation, maintenance, repair and emergency activities such as hurricane preparedness measures. These field engineers would be under the direction of the owner.

G. The Contractor agrees that the Contract price includes, but is not limited to, all software and systems support, labor, overtime, insurance, travel to and from the 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 cost such as auto, parking fees, set-up, fines, business fees, compiling reports and daily trending analysis, test equipment, and 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 3rd party factory technicians to fix a problem with the AOIS.

3.3 Terminal Complex Tenant Support Description

A. The Contractor shall furnish all supervision, labor, tools, machinery, hardware, test equipment, materials, services, third party software and hardware support, and shall furnish forces (shown below) and work such hours as agreed to herein to ensure compliance for the scope of work and SLAs stated herein.

B. The Contractor shall provide staff to operate an on-site 18 hours-a-day, seven (7) days a week, 365 days a year 18x7x365. Hours of on-site coverage shall be from 6 am to 12 am. Off-Site Systems Support shall be 24x7x365.

C. The Contractor's Service Organization will provide support for the Owner and its Users including dispatching resources in response to alarms, complaints, and requests for service. Activities are to be coordinated through the owner's Help Desk.

D. The Contractor shall be primary contact for MDAD Help Desk Tickets associated with the installed System.

E. Tickets that are found to be associated with an interface shall NOT be closed. Contractor shall be responsible to work with the other party 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.

F. The Contractor is required to:

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

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

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

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

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

6. Provide Environmental Maintenance of Primary and Back-up Equipment rooms and all 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.

G. The Contractor shall be responsible to maintain Spares Inventory.

3.4 Qualified Personnel

O&M services shall be performed only by competent personnel under the supervision of and in the employment of the Contractor, and the Contractor shall comply with the Owner's written requests regarding assignment of personnel.

3.5 Responsibility for Equipment

The Owner shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor or by any of its employees or representatives, even though such equipment may be furnished, rented or loaned to Contractor by the Owner or its Users or representatives.

3.6 Staffing Plan

A. The Contractor shall provide on-call capability for 24 hours per day, seven (7) days per week 365 days per year.

B. In order to maintain the Service Level stated below the Contractor shall maintain full staffing levels.

C. The Contractor shall present staff changes to the Owner for approval.

D. Prior to the beginning of each month, the Contractor shall provide the Owner with its upcoming months work schedule. This schedule shall list employee's name, date and hours each employee is scheduled to work throughout the month.

3.7 Consumables, Replacement Parts, and Spares

A. Stock of Consumables shall be checked daily so there are no more than four (4) Help Desk Tickets due to lack of Consumables in any calendar month.

B. The contractor is responsible for replacement of DVC filters.

C. The Contractor shall rotate in a working item from Spares.

D. Labor and cost associated with shipping and receiving repaired parts shall be part of Contractor's account.

3.8 Spares

A. The owner will provide spares at the rate of approximately 5% of the installed base at the beginning of this Contract. Most spares will still be under a 2-year warranty at the start of this Contract.

B. The Contractor shall be responsible for maintaining the inventory in accordance with the terms stated herein including time remaining under warranty.

C. The Contractor shall be responsible to advise the Owner's if additional Spares are required and obtain the Owner's written permission including quantity, proceed to purchase.

D. Invoices for such approved spares shall indicate actual purchase price (with back up attachment and Owner's written approval to purchase) and handling fee not to exceed 13.5% for extra work directed via work order.

E. The Contractor shall update and maintain inventory records of all installed and spare equipment that is part of the AOIS.

3.9 Service Levels Overview

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

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

C. Prior to Notice To Proceed, Contractor shall provide, a detailed description of how the Service Levels shall be met, including all procedures for Owner's Approval. It shall detail how Help Desk Tickets ("Problems") will be handled, how technicians will be assigned & dispatched, how reports of repairs will be recorded, and how they will be monitored.

D. 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.

E. 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 Owner, or their representatives.

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

3.10 Required Service Levels

A. During the On-Site support hours of 6 a.m. to 12 a.m., the required response time for all Help Desk calls will be ten (10) minutes from the time the Help Desk calls the contractor to the time that the contractor calls the help desk back. The contractor will create a WMS (Work Management System) tickets for all AOIS troubles. Immediate assistance will be given to MDAD Helpdesk to resolve AOIS problems per the service levels defined herein.

B. 98% of all Workstations, Display Devices and associated Network and Gateways defined as the responsibility of the Contractor that can be resolved by Level-One Support shall be resolved within the service levels herein.

C. All tickets and associated resolution times shall be recorded by Contractor and the percentage shall be measured over each calendar month.

D. An end-user device shall be considered available only if all components are operating and fully functional. The availability of any individual workstation shall be at least 95.0% between the hours of 6:00 a.m. and 12:00 a.m.

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

F. Gateway availability shall be 95.0% or greater during peak Airport business hours between 6:00 a.m. and 12:00 a.m. seven days a week. Any non-emergency network downtime will occur after 48 hours' notification has been provided to the Owner and its Users and approval received from Owner.

G. 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 reason 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.

H. During Off-Site Service hours, telephone response to the first page or call will be made within fifteen (15) minutes. Initial dial in or travel to MIA in an attempt to resolve the ticket as described above will be within thirty (30) minutes.

I. Sabre Gateway availability will be 95.0% or greater during peak Airport business hours between 6:00 a.m. and 12:00 a.m. seven days a week. Any non-emergency network downtime will occur after 48 hours notification has been provided to the Owner and its Users.

3.11 Service Levels Review

A. The Service Levels shall be reviewed not less than twice each year by the Owner, its users and Contractor and may be modified (in writing) if mutually agreed upon.

B. Operational times may vary with the seasonal schedule changes and the Owner/User will give one month's notice to Contractor of such changes in advance.

C. The Service Levels shall also be reviewed in the event that the Owner or its User's business or operational requirements change.

3.12 Support Levels and Escalation

A. First Level Support

1. During the On-Site support hours of 6 a.m. to 12 a.m., the required response time for all Help Desk calls shall be ten (10) minutes from the time the Help Desk calls AirIT to the time that AirIT calls the help desk back. AirIT will create a WMS ticket for all AOIS troubles. Immediate assistance shall be given to MDAD Helpdesk to resolve AOIS problems per the service levels defined herein.

2. The Contractor shall respond to trouble calls reported within ten (10) minutes from receipt of Call.

3. The contractor will investigate the trouble reported and make best efforts to correct the problem within thirty (30) minutes from initial response.

4. In the event they are unable to correct the problem in thirty (30) minutes the Field Engineer will immediately contact the contractor's Second Level Support for additional assistance.

5. The contractor On-Site Technical Manager will monitor all calls for compliance with stated times and to arrange any necessary further support in a timely manner.

6. The contractor will call the owner's Help Desk, update the trouble status and the ticket. The contractor will remain the owner for all such tickets and follow-up daily and provide reports as required.

7. When the problem is resolved and verified, the contractor will call the Help Desk or through direct access close the ticket.

8. A statement of the corrective action will be provided in the description before ticket can be closed.

9. Will use emergency phone lines as required to coordinate closure of problem.

B. Second Level Support

1. Initial local escalations will be generated by either the Field Engineers or the On-Site Service Manager monitoring open service calls.

2. If First Level Support cannot resolve a problem within thirty (30) minutes, or if the problem is found immediately to be not within First Level Support capability as may be determined by the Owner, the ticket will be escalated to Second Level Support.

3. In the event second level support is needed, the on-site Field Engineer will contact the appropriate contractor headquarters' hot line.

4. Once a critical issue is reported to the contractor Hot Line, a Customer Support Engineer will respond to all inquiries within fifteen (15) minutes to begin the investigation process on the problem reported.

5. This engineer is responsible for documenting all information related to the problem.

6. Once a solution is found for the reported problem, it is tested and implemented to correct the problem at the site.

7. After implementation, the resolution is documented for future reference and tracking purposes.

8. At Second Level, if required, the contractor will dispatch the appropriate technical support personnel to the trouble location to assist contractor on-site service provider if necessary.

9. The contractor's on-site Field Engineer will remain directly involved in the trouble resolution, providing the second level support or the contractor personnel with on-site assistance, while updating the Help Desk and Airport management with repair and activity status using, telephone, email or pager.

C. Third Level Support

1. If the problem is not resolved within ninety (90) minutes, it will be elevated to Third Level Support.

2. Third Level Support combines Factory Support with the Executive Manager, the contractor's Director, the Owner IST Manager, and Terminal Manager along with on-site/off-site contractor Technical Support Center resources, contractor account representatives, and the higher level departmental management levels of the contractor and the Owner. The purpose of involving so many people at this level is to create a full support team whose primary focus is to resolve the trouble by committing all available resources and talents.

3.13 Service/Performance Levels Not Met

A. 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.

B. 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 Owner.

C. 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 Owner and its Users a plan for reducing this with effect and describe how Service Levels will be restored in the second month.

3.14 Responsibilities

A. All Miami International Airport Users will report problems to the Help Desk as they occur. Users shall ensure that full details of the problem, as known, are reported in the call to the Help Desk

3.15 Change Management Overview

A. All installed System Changes will be mutually agreed upon by the Owner and Contractor.

B. For Contractor/OEM initiated planned changes; at least seven (7) days notice will be given to the Owner and each affected airline's Station Manager or designated representative. However, it is acknowledged the parties will work together to develop a plan to expedite non-critical, non-platform changes.

C. Unless, with prior unanimous agreement of the Owner and its Users, all planned changes are to be undertaken during Non-Operational Hours.

D. Unplanned changes will only be undertaken if the Owner and its User insist or agree that the work is essential to the operation and cannot be deferred, or, without notification in order to restore Service Availability.

E. Installation of additional equipment, which affects other devices, shall be undertaken during Non-Operational Hours.

3.16 Site Change Management Process

A. The Contractor Customer Support group shall follow the Site Change Management Process when performing planned "Live Site" upgrades and updates.

B. System and User Application Changes – The definition of System upgrades/updates is any platform change that has the potential of affecting the operation of the entire system or all participating users.

C. User Application Category – definition applies to all change requests made by individual airlines, user groups or other participating entity. These changes generally affect only the requesters operation and consist of Gateway/Router configurations, Menu items, application upgrade/updates, etc.

D. Owner / Terminal Management Approval Required – of additions or modification to the System including end-user devices.

E. The Contractor may, from time to time, receive change requests from several different entities (e.g., Individual Airline, Application Provider, Owner, etc.). Upon receipt, the Contractor shall present the request to, and consult with Owner regarding any required Owner approval, testing and update/upgrade scheduling. Change requests may also be the result of platform updates or bug fixes identified internally within the Contractor's organization.

F. The Contractor Configuration Management team will then notify their on-site support staff of all updates/fixes that have been tested and certified and are available for deployment.

G. Change Category – A determination of whether the change request has the potential of affecting the successful operation of the entire system or a routine update/upgrade for an individual Application or configuration.

H. Lab Test and Risk Analyst – All change requests will be first performed on the Contractor or MIA Support (Test) Lab system to verify the operational status, assess the potential risk to the system and develop install/upgrade procedures. If the change test and verification process is not successful the requester will be notified of the rejection and must correct the issue and resubmit the request.

I. User Application Change Request – Upon successful internal testing and verification, the change will be scheduled. The Contractor shall coordinate with their on-site Contractor engineering personnel, for update and testing. The Contractor shall generate and provide a written procedure, for the on-site service personnel, which will instruct them on performing the necessary change/update (e.g., Peripheral Firmware Upgrades).

J. Installation and Activation – The assigned Customer Support Engineer shall install and activate the change request. In some cases the on-site Contractor engineering personnel may perform the installation and activation. All change procedures shall include the requirement for saving the previously functioning application/configuration backup information in the event a "Fallback" is required.

K. On-site Test and Verify – The assigned Customer Support Engineer shall work with the on-site Contractor engineering personnel, or Technical Support personnel, to ensure the successful operation of the applied changes.

L. Change Acceptance – If the test and verification process is not successful then a "Fallback" to the previously working application/configuration will be performed and the requester notified of the failure. Successful acceptance will be after all involved parties agree that the applied change request is operating "as expected".

M. Site Documentation – The Contractor shall maintain a record of all changes and approvals.

N. Notification – Once the requested site change is complete it is incumbent upon the Contractor Customer Support Group to notify, via email, the requesting party and/or Contractor internal Configuration Management team.

O. System Change Request Branch – All System changes are managed under the same process guidelines as User Applications. The exception is that a higher level of coordination and planning is required. It is imperative that major system change request notification be coordinated with Owner's Information Systems and Telecommunications, on-site service providers and Contractor Customer Support Engineering. This will ensure that all parties are aware of the details of the change, anticipated user impact, change schedule and completion status. Once all parties involved know this information, and approval has been received, a Contractor Customer Support Engineer will perform the necessary change/update procedure.

P. No contractor modifications or system rollouts or upgrades are to be done without proper change request form submitted by contractor to owner for approval.

Q. Contractor shall conduct load/stress tests as required by Project prior to rollout's of certain aspects specifically needed as we continue to deploy devices.

3.17 Hardware Implementation Assistance and Maintenance

A. The contractor shall make available field engineers to assist and lead facility wide implementation in addition to maintenance responsibilities. This would include the installation and integration of AOIS equipment such as DDS, DVC and associated hardware such as LCD monitors and LED displays. Finally the installation of FIDS (flight information), GID (gate information), DID (destination information) and other displays Airport wide are included under this plan.

B. The System components (e.g., PC, DVC, Display, etc.) will be replaceable at location.

C. The contractor shall use MDAD provided spares to maintain equipment on site. These spares include DVCs, RM Workstations, IM Workstations and Toshiba 27", 32" and 42" Monitors that were procured by MDAD in the

I115A contract. Also included are keyboards and mice. One (1) UPS supply for the RM workstation is also available.

D. Quantities in this contract for extended warranty and maintenance are estimates based upon current contractual installation requirements. Each item is individually priced and can be adjusted on a per item basis if quantities change. See Exhibit A.

E. The contractor shall insure that all associated equipment for the AOIS system be maintained, cleaned and inspected on a regular basis.

F. The contractor shall maintain maintenance records that can be reviewed by the owner upon request that shows equipment location, in-service dates, remaining warranty and status.

G. The contractor shall provide expert on-site and off-site software system support including on-site first level software support for hardware repair and AOIS system maintenance.

H. All field engineers are trained and shall be certified by the contractor. Second/Third tier support is provided by the contractor's Orlando Corporate Office, which includes several engineers, developers and system specialists and factory access such as Oracle, Sun Microsystems, Veritas and T-Systems.

I. The contractor shall provide expertise to replace some consumable items such as DVC filters under this maintenance contract. These consumables will be provided by the contractor.

J. The contractor shall provide operation, maintenance and support for the Wyndham Hotel six (6) monitors, three (3) DVCs (computers), video extenders and one (1) DDS sever.

K. The contractor shall provide operation, maintenance and support for the "Cashier" hardware that includes, four (4) laptops, one (1) GAC PC, four (4) thermal printers and associated credit card readers.

3.18 Inventory Maintenance

A. All equipment and spares shall be tagged with MDAD Property Tags.

B. All equipment shall be identified by serial number and MDAD tag number.

C. MDAD tags for items under the minimum capital amount of seven hundred fifty dollars ($750.00) are not numbered.

D. The inventory shall be a record of all items including those that were scrapped or disposed of with details of transaction.

E. MDAD tags shall not be re-used, that is tags shall be used only once and the serial number shall be unique in the inventory database.

Technicians replacing faulty items with spare units shall ensure the information is changed in the master inventory list therefore maintaining the integrity of the installed inventory database.

3.19 Preventive Maintenance

A. Preventive maintenance shall be completed on a monthly schedule. The schedule shall be planned in advance and entered into the Preventive Maintenance section of the activity log. Sets of equipment shall be identified by geographical location and system address where applicable. Each month completed Preventive Maintenance log shall form part of the Monthly Report.

B. An inventory shall be maintained of all installed Equipment installed under this Contract, including Back Office. The inventory shall show device type, number, location and its condition (good, deteriorating, needs replacement per the definitions below). Both on-site and off-site inventory will be updated every three (3) months and written report given to the Owner.

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

D. Problems, associated to hardware or software problems, reported per month shall be on average no higher than five percent (5%) of the total number of Workstations or devices in MIA. Contractor will actively work with Vendors to resolve repeat issues.

E. No individual component of a workstation or device will have more that three (3) problems reported against it in any given month. 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 Owner reserves the right to request that the hardware be replaced.

F. 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 Owner/User's operation.

3.20 Management of Databases, Operating System, and Storage Space

As part of this Contract the Contractor shall be responsible to perform the following:

A. Ensure that databases are backed up to tape / copies and to rotate tape to an off-site location of the Owner's choice.

B. Maintain a master loadable copy of all operating systems and applications.

C. Utilize the provided scripts to initiate Tape Backup for all Database Servers.

D. All databases shall be inspected consistently and measures taken to tune and purge / correct any capacity thresholds before they become a problem. Contractor will enhance the Monitor Server to include monitor of the Database capacity attributes.

E. Follow established procedures for management of the server operating system and storage space.

3.21 Working With MDAD Departments

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

3.22 Inventory Updates

A. The Contractor shall keep the master list of all installed and spare equipment current throughout the duration of the Contract.

B. The Contractor shall send a current updated copy of the master inventory list on the first day of every quarter along with softcopy in Microsoft Excel format.

3.23 Monthly Reports

A. The Contractor shall gather data on its performance against the Service Levels as well as additional data about System and Network problems.

B. The Contractor shall provide monthly reports to the Owner about its performance as well as management information reports.

C. The following details the data required and the format of these reports. These reports shall be available and sent, at the latest within five (5) working days after the end of each calendar month.

D. Raw data shall always be supplied to support the reports if required by the Owner in Microsoft Excel format. The following raw data is required to be maintained and reported by Contractor.

1. Time of Ticket notification from the Help Desk.

2. Help Desk Ticket Reference Number

3. Contractor's unique call reference number (if applicable)

4. Help Desk operator's name

5. Location of Problem (specific details, i.e. Equip. Room, Gate, Terminal, and Counter Number)

6. Details of Problem reported

7. Component device type and exact location affected

8. Action taken by Contractor upon notification

9. Time engineers on site at Problem location

10. Engineer's name

11. Details of Problem found

12. Details of action taken

13. Time fixed

14. Reason for delay

15. Time fix reported back to the Help Desk and User.

16. If escalated, CONTRACTOR tracking number and contact.

17. If escalated, and the problem is not yet corrected, status of all such escalated Help Desk Tickets shall be updated weekly and a status report provided weekly to the Owner.

18. Reports shall be provided in Microsoft Word format.

3.24 Fault Reporting

The Contractor shall produce a number of pre-defined call activity reports, in particular the following:

A. Number of calls in reporting period

B. Calculation of Service Level Compliance

C. Number of Faults by User

D. Fault and resolution details including temporary work around and final resolution.

E. Detail of Host, Communications or other 3rd party problems

F. Details of User Error and No Trouble Found Tickets

G. Mean Time To Repair (MTTR)

H. Mean Time Between Failures (MTBF)

I. Repetitive calls by Serial Number or IWS ID number

3.25 Termination Assistance

A. If Contract or any maintenance portion thereof is terminated for any reason, the Contractor shall provide the Owner with all necessary assistance to allow the Services to continue without interruption or adverse effect on the Owner, Airlines, and to facilitate the orderly transition of Services to the Owner or its designee.

B. At no additional charge to the Owner, the Contractor shall assist the Owner to develop a plan for the transition of all of the Services from Contractor to the Owner or its designee on a schedule reasonably designated by the Owner.

3.26 Extended Warranty

A. All equipment identified in Attachment A is covered under extended warranty.

B. The extended warranty begins when the original warranty ends as provisioned under Contract I115A.

C. 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.

3.27 Hardware Extended Warranties

A. The warranty shall allow for replacement or repair at the discretion of the Owner.

B. If due to commercial unavailability, faulty equipment cannot be replaced, the Contractor shall propose a substitute of equal or better capability, form and fit at no additional cost to the Owner. The Owner will test and accept the substitute.

C. LCD's – All Toshiba monitors are extended warranted under this contract for 150,000 hours. If an LCD shows image retention (IR) or has blanked out areas it will be replaced or repaired at Contractor's option.

D. DVC PC – PC will be repaired and maintained under this contract for the life of this contract or five (5) years. DVC PCs are very stable if maintained and will last for the duration of this contract.

3.28 Software Extended Warranty

A. Software Extended Warranties. The warranty includes software updates to repair faults and upgrades to comply with publisher's new releases.

B. If faulty software cannot be corrected, the contractor shall propose a substitute of equal or better capability, functionality and user interface. The Owner will test and accept the substitute.

3.29 Basis of Payment

A. The Contractor shall invoice monthly.

B. A separate invoice is required for each month.

C. Invoices shall be numbered sequentially.

D. The contractor shall be paid in monthly installments for the services rendered during that month per unit prices found in Section 5 – Schedule of Prices.

E. It is understood that monthly amounts will vary from month to month to reflect items running out of original warranty and starting extended warranty.

F. Extended warranty may be charged in the month that an item starts its extended warranty.

G. The Contractor shall submit with invoice an inventory report showing what items started extended warranty during that month. Report shall include total quantity of items by type under extended warranty during that month and shall coincide with quantity entered in Section 5, Schedule of Values.

H. Invoicing against the "Dedicated Allowance Accounts" and the "General Allowance Account" shall be from approved work orders.

I. Work orders shall be added to the Schedule of Values shown in Section 5.

J. Any new installation work performed between the hours of 0001 and 0559 shall be deemed premium time and will be paid at the standard rate of one and one-half (1.5) times the current contracted rate.

3.30 Monetary Penalty

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 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 MDAD 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 AOIS that is either not resolved or implemented and does not have an MDAD 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 MDAD 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.

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.

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 Management Fee 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.

3.31 Actions Not Covered Under This Article

Both Parties agree the penalties set forth in this article shall not apply to the extent the Services rendered by Contractor are affected by any of the following (i) unauthorized actions of the County's personnel; (ii) unauthorized actions of third parties not an agent, Subcontractor, or supplier of the Contractor; (iii) failure of software of equipment not administered by Contractor; (iv) modification of the Work by the County, or third party not an agent, Subcontractor, or supplier of the Contractor; (v) damage or malfunction of hardware or software cause by the County, or third party not an agent, Subcontractor, or supplier of the Contractor; or (vi) the Force Majeure conditions set forth elsewhere in this Agreement.

3.32 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 operation as follows:

1. Failure of one fourth or less of the ticket counter back-wall displays (TID-BW) assigned to the same airline/handler in a contiguous area. Ticket counters are assigned to airlines/handlers in groups of least four where two or more display failure is classified as critical.

2. Failure of one of two back-to-back baggage information display (BIB) at claim carousels.

3. Failure of staff information displays (SID) except at bonded warehouses, and federal agency and ready rooms.

4. Failure of one of two flight information displays (FID-MU) at outbound baggage make-up unit or pier.

5. Failure of Aerial View Display (AVD).

6. Failure of IM workstations except at bonded warehouses, and federal agency and ready rooms.

7. Failure of an interface gateway that effectively switched over to its standby unit. This also applies to components within the larger servers.

8. Failure of a server that effectively switched over to its standby unit. This also applies to components within the larger servers.

9. Failure of SITA CUTE Usage interface.

10. Failure of software that does not prevent operator from performing intended function with a workaround.

3.33 Order of Precedence

MDAD 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.

ATTACHMENT A

ITEM DETAILED DESCRIPTION

I. AirIT Project Manager / Executive (PM). Only 50% is committed to this contract.

- Overall Contract Manager
- Responsible for allowance account
- Responsible for Work Orders
- Responsible for Change Orders
- Responsible for Pay Applications
- Responsible for coordination with other trades
- Responsible for Vendors
    - Small Business Enterprise (SBE) companies
    - T-Systems
    - Toshiba
    - Fusion
    - SUN
    - ORALCE
    - Veritas
    - Tensing
    - Etc.
- Responsible for all communications with Owner
- Responsible for resources
- Responsible for schedule
- Responsible for Managing Bug fixes
- Responsible for Training AirIT resources and Small Business Enterprise (SBE) personnel
- Responsible for maintenance goals
- Could be used as a reference about the AOIS if needed
- Knowledge transfer to Owner and on-site AirIT personnel and Small Business Enterprise (SBE) personnel
- Follow all contractual policies and corporate policies stated within the maintenance contract
- Be a resource to Owner Project Manager

II. Site Manager (SM). 100% committed to this contract.

- Responsible for daily operation of the O&M
- Responsible on-site contact for day-to-day trouble reporting
- Responsible on site contact for installation requests
- Responsible for labor augmentation requests
- Responsible for Scheduling of on-site support personnel
- Schedule preventive maintenance
- Perform Preventive Maintenance
- Perform hardware implementation
- Equipment shipping/receiving

- Safety Manager
- Security Manager for AirIT
- Responsible for bug testing and regression testing
- Responsible for integration test facility
- Responsible for software installation
- Reviewing and manage all system logs associated with new installations and the affects on in-service software
- Be on-call
- Perform support functions
- Responsible for the management and maintenance of the Work Management System to track all equipment, service levels and installations pertaining to maintenance
- Interface to all onsite personnel to ensure successful operation of the AOIS System
- Responsible for the escalation process
- Acts as the liaison between the Help Desk and all entities associated with the AOIS system such as Black Box, Sabre, etc

III. Site Engineer. 100% committed to this contract.

- Provide 1st level support of the AOIS System

IV. Site Administrator

- Responsible for administration of all Day-To-Day operations.
- Order and maintain all equipment, supplies and services needed
- Generate MUR – Minority Utilization Report is required by the county
- Generate Safety Report – The Safety Report is required
- Perform and audit Inventory Report
- Perform and audit Trouble Tickets Report
- Submit Attendance Report
- File SCR forms
- Submit RFI requests
- Submit Certificates of Acceptance and Associated Line Item compliance
- Perform Billing operation and audit
- Perform Vendor Compliance and Warranty Administration
- Submit and Track equipment RMA issuance
- Fields all phone calls about the AOIS system and direct to proper entity
- Coordinate both the AOIS and existing systems reporting requirements
- Order and receive operational and maintenance supplies
- New installation purchase order coordination, activation certifications and general office support
- Responsible for all documentations
- Resource available to Owner Project Manager.

V. Expert Support Tier (2 & 3)

This Support is 7x24x365 software support provided from Orlando, FL and Germany.

- Responsible for Servers
- Responsible for Databases (Oracle)
- Responsible for Veritas
- Responsible for Software upgrade
- Responsible for Software Preventive maintenance
- Disaster recovery
- Responsible for DAR

VI. Hardware Description

- **DVC Computer** - Used to drive Video Display devices such as LCD's, LED's and CRT's If failed, DVC will be repaired, if replaced it will be replaced with the same products as specified in the AOIS contract. If the item does not exist, then a substitute will be presented for approval.
    - This contract is based on the count listed. Price will be adjusted if quantities change.

- **RM Computer** – Used to input and retrieve data from the AOIS system if failed, it will be repaired, if replaced it will be replaced with the same products as specified in the AOIS contract. If the Item does not exist, then a substitute will be presented for approval.
    - This contract is based on the count listed. Price will be adjusted if quantities change.

- **IM Computer** – Used to input and retrieve data from the AOIS system if failed, it will be repaired, if replaced it will be replaced with the same products as specified in the AOIS contract. If the Item does not exist, then a substitute will be presented for approval.
    - This contract is based on the count listed. Price will be adjusted if quantities change.

- **RM Printer** - If failed, it will be repaired, if replaced it will be replaced with the same products as specified in the AOIS contract. If the Item does not exist, then a substitute will be presented for approval.
    - This contract is based on the count listed. Price will be adjusted if quantities change.

- **IM Printer** – If failed, it will be repaired, if replaced it will be replaced with the same products as specified in the AOIS contract. If the Item does not exist, then a substitute will be presented for approval.
    - This contract is based on the count listed. Price will be adjusted if quantities change.

- **DVC Keypads** – If failed, it will be repaired, if replaced it will be replaced with the same products as specified in the AOIS contract. If the Item does not exist, then a substitute will be presented for approval.
    - This contract is based on the count listed. Price will be adjusted if quantities change.

- **NEC IM & RM Monitors** – If failed, it will be repaired, if replaced it will be replaced with the same products as specified in the AOIS contract. If the Item does not exist, then a substitute will be presented for approval.
    - This contract is based on the count listed. Price will be adjusted if quantities change.

- **Toshiba 42" LCD** – If failed, it will be repaired, if replaced it will be replaced with the same products as specified in the AOIS contract. If the Item does not exist, then a substitute will be presented for approval.
    - This contract is based on the count listed. Price will be adjusted if quantities change.

- **Toshiba 32" LCD** – If failed, it will be repaired, if replaced it will be replaced with the same products as specified in the AOIS contract. If the Item does not exist, then a substitute will be presented for approval.
    - This contract is based on the count listed. Price will be adjusted if quantities change.

- **Toshiba 27" LCD** – If failed, it will be repaired, if replaced it will be replaced with the same products as specified in the AOIS contract. If the Item does not exist, then a substitute will be presented for approval.
    - This contract is based on the count listed. Price will be adjusted if quantities change.

- **Baggage Input Console** – If failed, it will be repaired, if replaced it will be replaced with the same products as specified in the AOIS contract. If the Item does not exist, then a substitute will be presented for approval.
    - This contract is based on the count listed. Price will be adjusted if quantities change.

- **APC Battery Backup for RM Workstations** – If failed, it will be repaired, if replaced it will be replaced with the same products as specified in the AOIS contract. If the Item does not exist, then a substitute will be presented for approval.
    - This contract is based on the count listed. Price will be adjusted if quantities change.

- **Test Servers Sun V100** – If failed, it will be repaired, if replaced it will be replaced with the same products as specified in the AOIS contract. If the Item does not exist, then a substitute will be presented for approval.
    - This contract is based on the count listed. Price will be adjusted if quantities change.

SECTION 4

SPECIAL PROVISIONS

DEPARTMENT OF BUSINESS DEVELOPMENT

Dept. of Business Developmer

Project Worksheet

Project/Contract Title: OPERATION & MAINTENANCE OF THE AIRPORT OPERATION INFORMATION SYSTEM (AOIS)

RC Date: 04/04/2007

Project/Contract No: I115C

Funding Source: AVIATION BOND

Item No: 2-31

Department: MIAMI DADE AVIATION DEPARTMENT

Resubmittal Date(s): 03/07/2007

Estimated Cost of Project/Bid: $11,452,399.00

Description of Project/Bid: A BID WAIVER CONTRACT IS REQUESTED BY THE MIAMI-DADE AVIATION DEPARTMENT THAT REQUIRES THE SERVICES OF AIR-TRANSPORT IT SERVICES, INC. (AIRIT) TO PROVIDE ALL LABOR AND TOOLS TO OPERATE AND MAINTAIN (O & M), THE AIRPORT OPERATION INFORMATION SYSTEM (AOIS) AT MIAMI INTERNATIONAL AIRPORT. THE TERM OF THE AGREEMENT IS FOR THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO (2) ONE (1) YEAR PERIODS. OF NOTE, THE PRIME FIRM AIRIT HAS BEEN FULFILLING SUBJECT CONTRACT REQUIREMENTS BY UTILIZING FIFTY-FIVE PERCENT (55%) OF THE CURRENT O & M WITH MINORITY PARTICIPATION ENTITIES (SBEs).

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	SBE	10.00%

Reasons for Recommendation

GOAL.
This project meets the criteria set forth in A. O. #3-41.

Commodity Codes:
204-00 Computer Hardware & Peripherals for Microcomputers.
205 Computer & Information Processing Systems Data Processing Services & Software.
920-04 Applications Software. 920-45 Software Maintenance / Support.
Current awarded SBE firms: Employment Resources, Inc. & Advanced Total Systems, Inc.
Contract formerly awarded under the B/H/W Program with a 3% goal (B/H/W each).
Project resubmitted to reflect a change in the Project # from I115A to I115C.

2007 APR 16 AM 11:12

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Computers And Information Processing Systems	SBE	$1,145,239.90	10.00%	25
	Total	$1,145,239.90	10.00%	

Living Wages: YES [X] NO [ ]

Responsible Wages: YES [ ] NO [X]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____

Trade Set Aside (MCC) _____ Goal 10% Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

Chairperson, Review Committee — Date 4/4/07

County Manager — Date 4/12/07

DBDR0090 - 20051019

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MIAMI-DADE COUNTY

SPECIAL PROVISION 1

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)

(Ordinance 05-29 and Administrative Order 3-41)

PARTICIPATION PROVISIONS

Applies to set-asides and/or subcontractor goals

THE CONTRACT MEASURE(S) APPLICABLE TO THIS PROJECT:

	SBE
Set-aside	
Subcontractor goals	**10%**

DEPARTMENT OF BUSINESS DEVELOPMENT
111 NW 1st STREET, 19th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 375-3111 FAX: (305) 375-3160

October 2005

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1. Forms

a. Certificate of Unavailability DBD 502
b. Utilization Report DBD 503

A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereafter referred to as "Provisions".

1. *Agreement* means a duly executed legally binding contract.

2. *Available* or *availability* means to have prior to bid submission, the ability to provide goods or services under a contract, by having:

   a. Reasonably estimated, uncommitted capacity;

   b. All necessary licenses, permits, registrations and certifications, including Small Business Enterprise (SBE) or Micro Enterprise certification to provide the type of goods or services being purchased under the contract;

   c. The ability to obtain financing/insurance that is reasonably required and consistent with normal industry practice; and

   d. The ability to otherwise meet bid specifications.

3. *Bid* means a quotation proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, letter of interest or offer for a contract.

4. *Bidder* or *Proposer* means any person, partnership, corporation or other business entity that submits a bid or proposal.

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

6. *Certificate of Unavailability* means a document signed by an SBE stating that the SBE is not available to participate on a specific project at a specific time.

7. *Certification List* means a list maintained by the Department of Business Development that contains the names, addresses, and certification expiration date, of certified SBEs, sorted by trade, service, and/or commodity.

8. *Commercially Useful Function* means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved other than acting as a broker. The determination of whether an activity is a commercially useful function shall include the evaluation of the amount of work subcontracted, normal industry practices, the skills, qualifications, or expertise of the

enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.

9. *Compliance Monitor* means the Director of the Department of Business Development or designee assigned to review compliance in accordance with Ordinance 05-29 and Administrative Order 3-41.

10. *Contract* means an agreement for the purchase of goods or services, including professional services. Professional services as used in this section includes but is not limited to accounting, legal, health care, consulting and management services. Contract does not mean an agreement to purchase, lease, or rent real property; a grant, license, permit, franchise or a concession; an agreement to acquire professional architectural, engineering, landscape architectural or land surveying and mapping services; or a contract for construction or construction management services.

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

12. *Contracting Officer* means the person assigned under a contract, usually a department director or his or her designee, who prior to award manages the bid process or post award has primary responsibility to manage the contract and enforce contract requirements.

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

14. *DBD* means the Department of Business Development.

15. *DPM* means the Department of Procurement Management.

16. *Goods* mean any tangible product, material or supply that is not a service.

17. *Joint venture* means an association of two or more persons, partnerships, corporations or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.

18. *Joint Venture Agreement* means a document submitted to DBD by a joint venture that provides information regarding the nature of the joint venture.

19. *MDC* means Miami-Dade County, Florida.

20. *Prompt Payment* is the intent of the Board that all firms, including SBEs and MicroEnterprises providing goods and services to the County, receive

payments promptly in accordance with Ordinance 05-29, and Administrative Order 3-41.

21. *Review Committee* or *RC* means the committee established by the County Manager to review proposed contracts for the application of contract measures and for administrative and/or appeal hearings.

22. *Service* means work offered for public or private consumption that does not consist primarily of goods.

23. *Set-aside* means the designation of a given contract for competition among SBEs.

24. *Small Business Enterprise (SBE)* means a business entity certified by DBD, providing goods or 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. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.

25. *Subcontractor goal* means a proportion of a total contract value stated as a percentage to be subcontracted to SBE(s) to perform a commercially useful function.

26. *Successful Bidder* means the bidder to which the contract is awarded.

27. *Utilization Report* means a report completed and submitted by the successful bidder on a contract with goals, listing all work performed in the past by the SBE identified on the Agreement.

28. *Work* means the provision of goods or services.

B. GENERAL INFORMATION

1. The bidder shall fully comply with these Provisions which implement Miami-Dade County Ordinance 05-29 and Administrative Order 3-41.

2. DBD monitors the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.

3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained at: Miami-Dade County Department of Business Development (DBD) at 111 N.W. 1st

Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160, online at www.miamidade.gov/dbd.

C. CERTIFICATION

1. In order to participate as an SBE on this contract, an SBE must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract.

2. Bidders shall use the most recent Certification List available prior to bid submission. Certification List may be obtained by contacting DBD at telephone number (305) 375-3111 during normal business hours or online www.miamidade.gov/dbd.

3. The SBE firms on the Certification List will be identified by commodity code. An SBE must be certified in a commodity code and/or service area in order to be eligible to participate as an SBE on contracts in such commodity code and service area. In order to be eligible to participate as an SBE subcontractor, the SBE must be certified in the commodity code or service area in which they are to perform the work.

4. Bidders/Awardees are governed by the certification policies and procedures set forth by DBD for the certification of SBEs.

5. Joint Ventures: Only SBE joint ventures approved by DBD in accordance with Administrative Order 3-41 are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. A joint venture is permissible only where the SBE 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. However, where DBD concludes that an SBE brings only its certification as contribution to the joint venture relationship DBD will not approve the joint venture. The small business member of the joint venture must be certified as an SBE before the joint venture can be approved.

D. APPLIED CONTRACT MEASURES

1. Set-asides

   a. Set-asides are for bidding solely among SBEs. AN SBE awarded a set-aside contract shall not transfer to a non-SBE through subcontracting or otherwise, any part of the actual work of the contract unless the bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the SBE requests and receives prior to bid award an approval letter from DBD.

b. If the SBE is using subcontractors to meet a portion of the set-aside on a contract, an Agreement is required and is subject to the requirements for the submittal of Agreements of Section D.2.c.

c. An SBE may perform 100% of the set-aside with its own workforce.

d. Bids that contain a defective Agreement shall be allowed up to 48 hours from bid submission to cure correctable defects. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors.

e. Bidders that fail to correct defects in the Agreement within 48 hours after bid submission shall be non-responsive.

2. Subcontractor goals

a. Bid documents to which a subcontractor goal is applied shall require bidders to submit a signed Agreement at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal. Each Agreement shall specify the scope of work and commodity code the SBE will perform. The Agreement constitutes a written representation by the bidder that to the best of the bidders' knowledge the SBEs listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. Bidders/proposers shall be allowed up to 48-hours from bid submission to cure correctable defects in the Agreement. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors. Failure to submit an Agreement and SBE joint venture agreement, if applicable, may deem a bid non-responsive.

b. The Agreement shall incorporate;

i. The scope of work to be performed by the SBE; and

ii. The percentage of services the SBE will provide; and

iii. The prompt payment obligation; and

iv. The SBE joint venture Agreement; if applicable

c. A bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce.

d. A bidder challenging or protesting the subcontractor goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges

or protests to an SBE subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.

e. After a bid is advertised with a subcontractor goal, it may be reduced only with the approval of the County Commission.

f. Expenditures to subcontracting SBEs shall be counted toward meeting specified goals as follows:

    i. One hundred percent (100%) of the expenditures to SBEs, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;

    ii. One hundred percent (100%) of the expenditures to SBEs that subcontract work further to non-SBEs only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or SBE requests and receives prior to bid award an approval letter from DBD.

    iii. One hundred percent (100%) of the expenditures to SBEs who are vendors, working as subcontractors, that perform actual work with their own force;

    iv. None of the expenditures to SBEs that act essentially as a conduit to transfer funds to a non-SBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or SBE requests and receives prior to bid award an approval letter.

g. To prove lack of availability, at time of bid submission, bidders must submit the following:

    i. Certificate of Unavailability (Form No. DBD 502) either completed and signed by the SBEs or completed and signed by the bidder explaining the contacts with the SBE's statement or actions of the SBEs showing unavailability, and the reason(s) why the SBE's signature could not be obtained; and

    ii. A listing of any bids received from SBEs, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and

    iii. A statement of the bidder's contacts with DBD for assistance in determining available SBEs; and

iv. A complete description of the bidder's process for soliciting and evaluating bids from SBEs; and

v. Bidders may establish an SBE as unavailable if the bidder provides evidence proving the SBE's bid is not reasonably competitive with comparable bids of non-SBEs, for the same scope of work.

E. PRE-AWARD COMPLIANCE

1. The Compliance Monitor reviews bids for compliance with these Provisions on every contract on which an SBE set-aside and/or subcontractor goal has been applied.

2. When there is non-compliance with these Provisions, the Compliance Monitor notifies the bidder in writing, stating the facts and the reasons on which the non-compliance is based. Upon notification from DBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. If requested, the bidder shall supply further relevant information as required by the Compliance Monitor. However, no new or altered agreement will be accepted.

3. Upon completion of its compliance review, the Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or non-compliance.

4. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.

5. The Contracting Officer shall in writing determine whether the bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the contract be awarded to the bidder. Such recommendation shall not restrict the Board of County Commissioners from rejecting the bid for any reason or to take such action at the recommendation of the Contracting Officer as the Board deems appropriate.

F. PROMPT PAYMENT

1. 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.

2. Invoices from SBE prime vendors shall be promptly reviewed and payment made by the County or Public Health Trust, where applicable, on those amounts not in dispute within 30 calendar days of invoices.

3. A prime vendor on a contract with SBE measures shall include in its invoices to the County or Public Health Trust, where applicable, copies of undisputed invoices from SBE subcontractors within 14 calendar days of receipt of such invoices, or by the next scheduled invoice, whichever comes first. The prime vendor shall pay those amounts not in dispute to subcontracting SBEs within 2 days of receipt of payment from the County. If the prime vendor fails to submit undisputed invoices from an SBE to the County as specified herein or chooses not to submit any invoice to the County pursuant to the invoice schedule, the prime vendor must pay the full amount of the received SBE invoice by the next invoice cycle or 40 calendar days from receipt, whichever is less.

4. The County or prime vendor in direct privity with an SBE on a contract with SBE measures must notify the SBE and DBD, in writing, of those amounts billed by the SBE which are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such invoice, or by the next scheduled invoice whichever comes first. Failure of the County or prime vendor to comply with the applicable requirements of this subsection shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming from the County or prime vendor as appropriate by the next invoice date or 40 calendar days from receipt of invoice date, whichever is less.

5. An SBE may invoice the County or prime vendor, as appropriate, 1% interest per month for any undisputed amount that is not promptly paid.

G. POST AWARD COMPLIANCE AND MONITORING

1. DBD shall monitor and enforce the compliance of the vendor with the requirements of the Administrative 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.

2. Successful Bidders and SBEs/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.

3. 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 privately when necessitated by County staff.

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

5. 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 Agreement submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from DBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.

6. The Compliance Monitor 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:

    a. Termination of an SBE's Agreement;
    b. Reduction in the scope of work to be performed by an SBE
    c. Modifications to the terms of payment or price to be paid to an SBE
    d. Failure to enter into a contract with an SBE being utilized to meet a contract measure.

7. If, after execution of an 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 agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the Agreement.

8. County's Determination of Bidder's Excuse or Termination.

   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.

9. Alternative Subcontracts

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under the Administrative 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 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 there under. The Successful Bidder must submit to the Compliance Officer an 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 as detailed previously in this document (Section D.2.g).

a. 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.

b. 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.

H. CONTRACTUAL SANCTIONS

1. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to comply with the Small Business Enterprise Program Ordinance and

Administrative Order may result in the imposition of one or more of the following sanctions:

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

b. Work stoppage;

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

d. Loss of SBE certification.

2. In the event a bidder or SBE attempts to comply with the provisions of the SBE ordinance 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 may also be subject to debarment.

3. The foregoing notwithstanding, the County Manager 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.

4. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contact. The procedures for making up the SBE deficit shall follow DBD policy.

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

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

   b. A prime vendor not meeting an SBE contract measure;

c. Not obtaining or retaining SBE certification while performing work designated for SBE firms;

d. Failure to timely submit utilization reports;

e. Failure to comply with SBE 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;

f. Failure to maintain certification;

g. Deviations from the SBE agreement without prior approval from DBD;

h. Termination of the SBE's agreement without prior approval from DBD;

i. Reduction of the scope of work of the SBE subcontract without prior approval from DBD; or

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

I. Administrative Penalties

Administrative penalties may range from de-certification to debarment.

J. Appeals Process

A respondent may initiate the appeals process after administrative penalties are imposed.

K. APPENDIX

1. Forms

a. Certificate of Unavailability	DBD 502
b. Utilization Report	DBD 503

APPENDIX A

MIAMI-DADE COUNTY

Small Business Enterprise (SBE) Certificate of Unavailability

RFP/BID No. _____

_____
(Name of Prime Contractor) (Firm Name)

_____
(Address) (Telephone No.)

I contacted the _____ to obtain a bid for work items to be
***SBE Firm**
performed on Miami-Dade County project but, the SBE firm was unavailable to perform or submit a bid due to the following reasons:

a. _____ SBE firm did not respond to the invitation.

b. _____ SBE firm was not available to work.

c. _____ SBE firm was not the lowest acceptable bidder.

Prime not meeting the goal must provide details of their efforts in soliciting to SBE firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

_____ _____
(Prime Contractor Signature) (Date)

_____
Title

***If multiple SBE firms are contacted, please make additional copies as deemed necessary.**

DBD 502

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)
UTILIZATION REPORT

MIAMI-DADE COUNTY

This report is required by Miami-Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC.

Reporting period: **Project Name:** _____ **Project Goal:** _____%

From: _____ **To:** _____ **Project Number:** _____

Name: FEIN:	Date of Award	Agreement Amount	Change Order Modification(s) Amount	Scheduled Completion Date	Percentage of Contract Completed
Address:					

Amount of Requisitioned this Period $_____ **Amount Requisitioned for SBE Subcontractors this Period: $**_____

Total Amount Requisitioned/Paid to Date $_____/_____ **Total Amount Requisitioned/Paid to SBE Subcontractors to Date $** _____/_____

SMALL BUSINESS ENTERPRISE (SBE) CERTIFIED FIRMS

Name of SBE Subcontractor	Agreement Amount	Description of Work	Amount Sub Requisitioned this period	Amount Paid to Sub to Date	Actual Starting Date	Scheduled Completion Date
			$	$		
			$	$		
			$	$		
			$	$		
			$	$		
			$	$		
		TOTAL				

_____ Prime Signature _____ Date

_____ Print Name _____ Title _____ Telephone

DBD 503

SPECIAL PROVISION 2

LIVING WAGE
SUPPLEMENTAL GENERAL CONDITION

The Contractor is advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to this Contract. By submitting an Offer pursuant to these specifications, the Contractor is hereby agreeing to comply with the provisions of Section 2-8 9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained from the Miami Dade Aviation Department.
This Supplemental General Condition is organized with the following sections.

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1. DEFINITIONS

A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.

B. "Applicable department" means the County department(s) using the service contract.

C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Living Wage Ordinance and this Administrative Order.

E. "Contract" means an agreement for services covered by the. Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust.

F. "Contracting Officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. "County" means the government of Miami-Dade County or the Public Health Trust.

H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service

contractor's contract with the County.

I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

(2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

(3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement, or otherwise.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over $100,000 per year for the following services.

(i) food preparation and/or distribution;

(ii) security services;

(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling,

(iv) clerical or other non-supervisory office work, whether temporary or permanent,

(v) transportation and parking services including airport and seaport services;

(vi) printing and reproduction services; and,

(vii) landscaping, lawn and/or agricultural services

(2) Services Provided To Miami-Dade County Aviation Facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation

Department Facility or any other service contractor that provides any of the following services to a Miami-Dade. County Aviation Department facility is a covered service without reference to any contract value

(i) Ramp Service Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department, placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft, performing such loading and unloading, providing aircraft utility services, such as air start and cabin air, fueling, catering, towing aircraft, cleaning of aircraft, delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility, and providing such other ramp services approved in writing by the Aviation Department.

(ii) Porter Assistance Services. Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in.

(iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies, furnishing linguists for the assistance of foreign-speaking passengers, passenger information assistance, arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals, and providing assistance to handicapped passengers.

(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service, issuing flight clearances, sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages, providing standby radio flight watch for aircraft in flight, and calculation of fuel loads and take-off and landing weights for aircraft.

(v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts, planning aircraft flights in accordance with the latest accepted techniques, providing appropriate prognostic weather charts, and generally providing information appropriate for enroute aerial navigation.

(vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space, ticket checking, sales and processing, weighing of baggage, operation of an information, general

traffic operations and communications office for air carriers and aircraft operators with whom the service contractor has contracted to supply such services.

(vii) Janitorial Services.

(viii) Delayed Baggage Services.

(ix) Security Services unless provided by federal government or pursuant to a federal government contract, and,

(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permiftee or other service contractor.

K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to Section 10-38 of the Code of Miami-Dade County.

L. "Living wage" means the minimum hourly pay rate with or without health benefits as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.

N. "Project Manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage of no less than $11.76 per hour, or $10.27 per hour with qualifying health benefits, as described in this section and in the Living Wage Ordinance. When the covered employer seeks to comply with the Living Wage Ordinance by choosing to pay the wage rate applicable when also paying qualifying health benefits, such health benefits shall consist of at least $1.49 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits.

B Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.

C. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

D. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter. "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour If you are not paid this hourly rate, contact your supervisor or a-lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 111 N.W. 1st Street, Stephen P. Clark Center, 19th Floor, Miami, Florida 33128, telephone (305) 375-3111.

E. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8 9 may also be required to pay liquidated damages of up to $500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from a service contractor any moneys payable on account of

work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the Project Manager may withhold or cause to be withheld from the service contractor under this contract so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the Project Manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings, Contract Termination and Debarment".

D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

4. PAYROLL; RECORDS, REPORTING

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made, annual wages paid, a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought, the amount of the contract and the applicable department the contract will serve, a brief description of the project or service provided; a statement of the wage levels for all employees, and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including race and gender of employees fired and terminated, zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS, CONTRACT TERMINATION AND DEBARMENT

A. Appeals of finding of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A, above, and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include.

(1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based,

(2) The penalties assessed,

(3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they 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, and,

(4) A description of the effect of the issuance of the notice of the proposed

administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the Project Manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Miami-Dade County Code, Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.

SPECIAL PROVISIONS 3

PROCEDURES FOR REQUESTING CONSTRUCTION RELATED RECORDS FROM MDAD

I. AUTHORITY

A. Florida Statute 119.071, Subsection (3), Paragraph (b), Inspection, Examination, and Duplication of Records; Exemptions, as amended.

"Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2007, unless reviewed and reenacted by the Legislature."

II. CONSTRUCTION-RELATED RECORDS

According to federal and state laws, construction related documents of governmental facilities are vulnerable to unlawful interference. In order to comply with the requirements of these laws, MDAD has created two main categories to handle requests for copies of Aviation records that might be exempt from the public records laws.

A. New Construction-Related Records During Bid Phases:

1. The licensed Architect, Engineer, or Contractor authorized to represent a Bidder must sign a Confidentiality Affidavit, copy attached, stating that they are cognizant of the exempt status of the Proposal Documents and that they will be held responsible for maintaining that status.

2. Firms purchasing Proposal Documents will be charged for those documents as set forth in the Advertisement for Proposals.

3. For all other requests for construction-related records *(During bid phases)*, a Bidder must obtain a Request for Copies of MDAD New Construction-Related Records Form and have it signed by the Project Manager. The licensed Architect, Engineer, or Contractor authorized to represent a Bidder must also sign a Confidentiality Affidavit stating that they are cognizant of the exempt status of the requested documents and that they will be held responsible for maintaining that status. Firms will be charged the actual reproduction cost to MDAD of producing any such requested documents.

B. As Built, Existing, and New Construction-Related Records During Non-Bid Phases:

1. A licensed Architect, Engineer or Contractor under contract with MDAD must obtain a Request for Copies of MDAD Construction-Related Records *(During non-bid phases)* Form and have it signed by the Project Manager.

2. A licensed Architect, Engineer, or Contractor under contract with MDAD must also sign a Confidentiality Affidavit stating that they are cognizant of the exempt status of the records they have been given access to and that they will be held responsible for maintaining that status.

3. Firms requesting construction-related records *(During non-bid phases)* will be charged in accordance with Section II. A. 3. above

III. CONTROL OF CONSTRUCTION-RELATED RECORDS

A.. In addition to the above requirements, the Contractor agrees to abide by all federal, state, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which include but is not limited to:

1. Each Subcontractor that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner.

2. The Contractor and Subcontractors agree in writing that the project documents are to be kept and maintained in a secure location.

3. Each set of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.

4. A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents.

B. The Contractor is advised that the sole authority as to the release, or disclosure, of any project related documents to any third party, other than a Subcontractor, supplier, materialmen, or reproduction company, rests with the Director of the Miami Dade Aviation Department, or his/her designee. The Contractor shall not release any contractual related documents to any third party that is not directly related to the project work, or does not have a need to know.

C. As a condition of Final Acceptance, the Contractor will return all of the Contractual Documents, including any copies made, and any copies that are in the possession of Subcontractors, suppliers and materialmen, to the Owner. Failure to return the Contractual Documents, and all copies, to the Owner will be reported to a Law Enforcement Investigating Authority. Furthermore, the Contractor shall not be allowed to participate in future Confidential solicitations until such time that the Contractor has taken corrective actions satisfactory to Miami Dade County.

MDAD NON-DISCLOSURE AGREEMENT
(SSI & FLORIDA PUBLIC RECORDS LAWS)

STATE OF _____

COUNTY OF_____

Before me, the undersigned authority appeared,_____
Who stated:

1. This agreement is completed for (records requested):

_____

2. I am the duly authorized representative for:

_____
Name and Title

_____
Authorized Entity

_____
Address

3. I have the express authority to sign this agreement and hereby consent to all of the conditions stated herein, in consideration of my being granted conditional access to certain information, specified in paragraph (1) above, that is owned by, produced by, or in the possession of the Miami Dade County Aviation Department.

4. **Sensitive Security Information.** I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

5. By being granted conditional access to the information in paragraph (1), indicated above, I am obligated to protect this information from unauthorized disclosure. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Only those persons in my company who have a need to know may handle this information, and I will ensure that they will comply with all maintenance, safeguarding, dissemination and handling requirements provided in 49 CFR Part 1520.

6. **Florida Public Records Laws.** I attest that I am familiar with Florida Statutes §119.071 and §281.301, which provides in relevant part that information relating to the security systems for any property owned by or leased to the state or any of its political subdivisions, and information relating to the security systems for any privately owned or leased property which is in the possession of any agency, ... is confidential and exempt from the provisions of §119.01(1) and section 24(a), Article 1 of the [Florida] Constitution.

7. By signing this affidavit, I am certifying that I understand and acknowledge that the records indicated in paragraph (1) above contains information related to airport security systems and I agree to retain the confidential and exempt status of the records in accordance with Florida Statutes §119.071 and §281.301.

8. Neither the execution of this affidavit nor the release of the records indicated in paragraph (1) above operates as a waiver of the confidential and exempt status of the records.

_____
Signature

_____
Title

The above instrument was sworn to and subscribed before me this __ day of _____ 20__ , by

_____
Printed Name

( ) who is personally known to me,
( ) who has produced _____ as identification: and who ( ) did
( ) did not take an oath.

_____
Signature of Notary Public

_____
Print, type or stamp name of notary public

Notary Commission Number: _____ My Commission Expires:_____

Notary Stamp or Seal:

SECTION 5

PAYMENT SCHEDULE

PAYMENT SCHEDULE

MIAMI-DADE COUNTY SMALL BUSINESS ENTERPRISE (SBE) PROGRAM:

The Contractor, when applicable, shall comply with the following Contract Measures. Contract Measures are based on the Contract Amount, exclusive of the amounts of the Inspector General audit account.

THE CONTRACT MEASURE(S) APPLICABLE TO THIS PROJECT:

	SBE
Set-Aside	
Trade Set-Asides	
Subcontractor Goals	10%

CONTRACT TIME: All Operation and Maintenance (O&M) work under this Contract shall be accomplished during a term of 1,095 calendar days. O&M shall be performed as specified in the Technical Specifications of the Contract.

COMPENSATION: The Contractor shall accept as full compensation for all work required to perform O&M services at the performance level specified per the Schedule of Pricing herein.

OPTION TO RENEW SERVICES: The Owner may extend the services and the term of this Contract by written notice to the Contractor within one hundred and eighty (180) days before the Contract expires. If the Owner exercises this option, the extended Contract shall be considered to include this option. Prior to exercise of this option the Contractor shall be required to provide a Performance and Payment Bond in an amount equal to the line item being exercised within the Schedule of Values that shall remain valid for the term of the exercised period. In addition, the Contractor shall maintain insurance coverage, as required elsewhere within the Contract, for the term of the exercised period, and shall provide prove of insurance prior to the expiration of the current coverage. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years, unless otherwise agreed by the parties.

COMPENSATION FOR RENEWAL OF SERVICES: The Owner hereby is provided the authority, and at its sole option may extend the Contract beyond the initial term, as provided for herein. The compensation for any single extension period shall be the value within the Schedule of Prices for the Extended Service Option item. The exercise of any Extended Service Option shall be by Work Order. Any funds not expended remain the property of the Owner.

LIVING WAGE AND BENEFITS MIAMI-DADE COUNTY CODE SECTION 2-8.9: In the event that no Federal Funds are involved in this Contract, the minimum wage rates for County Service Contracts shall be not less than those established by Miami-Dade County in accordance with the Living Wage Ordinance for County Service Contracts and County Employees requirements of Miami-Dade County Code Section 2-8.9.

SCHEDULE OF PRICING

(All Prices are in U.S. Dollars)

PROJECT: Airport Operation Information System Operation and Maintenance (AOIS O&M)

PROJECT NO.: I115C

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	Year 1: Labor, Software License and Maintenance, and Hardware Maintenance	12	MON	$86,088.14	$1,033,057.70
2	Year 2: Labor, Software License and Maintenance, and Hardware Maintenance	12	MON	$127,306.13	$1,527,673.56
3	Year 3: Labor, Software License and Maintenance, and Hardware Maintenance	12	MON	$131,761.84	$1,581,142.13
4	Option Year 4: Labor, Software License and Maintenance, and Hardware Maintenance	12	MON	$136,373.51	$1,636,482.11
5	Option Year 5: Labor, Software License and Maintenance, and Hardware Maintenance	12	MON	$141,146.58	$1,693,758.98
6	Year 1: Dedicated Allowance Account for additional labor (1,207.8 hrs/yr)	1,207.8	HRS	$74.75	$90,283.05
7	Year 2: Dedicated Allowance Account for additional labor (1,207.8 hrs/yr)	1,207.8	HRS	$77.37	$93,442.96
8	Year 3: Dedicated Allowance Account for additional labor (1,207.8 hrs/yr)	1,207.8	HRS	$80.07	$96,713.46
9	Option Year 4: Dedicated Allowance Account for additional labor (1,207.8 hrs/yr)	1,207.8	HRS	$82.88	$100,098.43
10	Option Year 5: Dedicated Allowance Account for additional labor (1,207.8 hrs/yr)	1,207.8	HRS	$85.78	$103,601.89
11	Dedicated Allowance Account for Ticket Counter LCD Display Replacement (NEC)	195	EA	$3,400.00	$663,000.00
12	Dedicated Allowance Account for Display Equipment for North Terminal	1	LS	$1,768,364.00	$1,768,384.00
	SUB-TOTAL				**$10,387,638.26**
13	General Allowance Account				$1,038,763.83
14	Inspector General Audit Account				$25,969.10
	TOTAL AMOUNT				**$11,452,371.19**

SCHEDULE OF VALUES

ITEM NO.	DESCRIPTION OF ITEM	CONTRACT 1115A QTY	YEAR 1 QTY	YEAR 1 UNIT PRICE	YEAR 1 TOTAL PRICE	YEAR 2 QTY	YEAR 2 UNIT PRICE	YEAR 2 TOTAL PRICE	YEAR 3 QTY	YEAR 3 UNIT PRICE	YEAR 3 TOTAL PRICE	3-YEAR TOTAL
STAFF AND INSURANCE												
1	Project Manager	N/A	1	$125,000.00	$125,000.00	1	$129,375.00	$129,375.00	1	$133,903.13	$133,903.13	$388,278.13
2	Site Manager	N/A	1	$125,000.00	$125,000.00	1	$129,375.00	$129,375.00	1	$133,903.13	$133,903.13	$388,278.13
3	Site Technicians	N/A	3	$90,000.00	$270,000.00	3	$93,150.00	$279,450.00	3	$96,410.25	$289,230.75	$838,680.75
4	Site Administrator	N/A	1	$100,000.00	$100,000.00	1	$103,500.00	$103,500.00	1	$107,122.50	$107,122.50	$310,622.50
5	Expert Support Tier (2 & 3)	N/A	1	$276,000.00	$276,000.00	1	$285,660.00	$285,660.00	1	$295,658.10	$295,658.10	$857,318.1[illegible]
6	Airside Vehicle Insurance	N/A	1	$24,400.00	$24,400.00	1	$25,254.00	$25,254.00	1	$26,137.89	$26,137.89	$75,781.89
7	Performance Bond	N/A	1	$60,000.00	$60,000.00	1	$62,100.00	$62,100.00	1	$64,273.50	$64,273.50	$186,373.50
8	SUBTOTAL				$980,400.00			$1,014,714.00			$1,050,228.99	$3,045,342.99
SOFTWARE EXTENDED WARRANTY												
9	AOIS Core System	N/A	0	$220,561.95	$0.00	1	$228,281.62	$228,281.62	1	$236,271.47	$236,271.47	$464,553.09
10	Oracle License	N/A	0	$21,890.00	$0.00	1	$22,656.15	$22,656.15	1	$23,449.12	$23,449.12	$46,105.27
11	Veritas License	N/A	0	$10,048.70	$0.00	1	$10,400.40	$10,400.40	1	$10,764.42	$10,764.42	$21,164.82
12	AVD	N/A	0	$14,645.00	$0.00	1	$15,157.58	$15,157.58	1	$15,688.09	$15,688.09	$30,845.67
13	Crystal Reports	N/A	0	$6,500.00	$0.00	1	$6,727.50	$6,727.50	1	$6,962.96	$6,962.96	$13,690.46
14	SUBTOTAL				$0.00			$283,223.25			$293,136.06	$576,359.31
HARDWARE EXTENDED WARRANTY												
15	Test Servers	1	1	$6,090.00	$6,090.00	1	$6,303.15	$6,303.15	1	$6,523.76	$6,523.76	$12,826.91
16	Production Servers ex: DAR	1	1	$27,500.00	$27,500.00	1	$28,462.50	$28,462.50	1	$29,458.69	$29,458.69	$85,421.19
17	Production Server: DAR	1	0	$1,024.00	$0.00	1	$1,059.84	$1,059.84	1	$1,096.93	$1,096.93	$2,156.77
18	RM Workstation PC	28	26	$11.25	$292.50	28	$11.64	$326.03	28	$12.05	$337.44	$955.96
19	RM Workstation Monitor	29	26	$67.75	$1,761.50	29	$70.12	$2,033.52	29	$72.58	$2,104.69	$5,899.71

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SCHEDULE OF VALUES

ITEM NO	DESCRIPTION OF ITEM	CONTRACT I115A QTY	YEAR 1 QTY	YEAR 1 UNIT PRICE	YEAR 1 TOTAL PRICE	YEAR 2 QTY	YEAR 2 UNIT PRICE	YEAR 2 TOTAL PRICE	YEAR 3 QTY	YEAR 3 UNIT PRICE	YEAR 3 TOTAL PRICE	3 YEAR TOTAL
20	RM Workstation Printer	9	7	$400.00	$2,800.00	9	$414.00	$3,726.00	9	$428.49	$3,856.41	$10,382.41
21	IM Workstation PC	111	8	$11.25	$90.00	111	$11.64	$1,292.46	111	$12.05	$1,337.69	$2,720.15
22	IM Workstation Monitor	111	8	$67.75	$542.00	111	$70.12	$7,783.46	111	$72.58	$8,055.88	$16,381.34
23	IM Workstation Printer	44	10	$125.00	$1,250.00	44	$129.38	$5,692.50	44	$133.90	$5,891.74	$12,834.2
24	DVC PC	895	141	$11.25	$1,586.25	895	$11.64	$10,421.16	895	$12.05	$10,785.90	$22,793.30
25	DVC KEYPAD	104	1	$2.45	$2.45	104	$2.54	$263.72	104	$2.62	$272.95	$639.12
26	BIC	54	1	$181.00	$181.00	54	$187.34	$10,116.09	54	$193.89	$10,470.15	$20,767.24
27	UPS (APC)	68	26	$21.00	$546.00	68	$21.74	$1,477.98	68	$22.50	$1,529.71	$3,553.69
28	LCD 42" (Toshiba)	597	6	$191.75	$1,150.50	597	$198.46	$118,481.37	597	$205.41	$122,628.21	$242,260.08
29	LCD 32" (Toshiba)	319	102	$86.75	$8,848.50	319	$89.79	$28,641.81	319	$92.93	$29,644.28	$67,134.59
30	LCD 27" (Toshiba)	35	0	$71.25	$0.00	35	$73.74	$2,581.03	35	$76.32	$2,671.37	$5,252.40
31	CRT 10" (VIEWSONIC)	48	1	$17.00	$17.00	48	$17.60	$844.56	48	$18.21	$874.12	$1,735.68
32	Cashier Laptop, Reader, Printer	4	0	$46.85	$0.00	4	$48.49	$193.96	4	$50.19	$200.75	$394.71
33	Cashier GAC PC	1	0	$34.00	$0.00	1	$35.19	$35.19	1	$36.42	$36.42	$71.61
34	SUBTOTAL				$52,657.70			$229,736.31			$237,777.08	$520,171.09
	TOTAL 1				$1,033,057.70			$1,527,673.56			$1,581,142.13	$4,141,873.39

DEDICATED ALLOWANCE ACCOUNTS

35	Additional Technician Support (hrs)	N/A	1,207.8	$74.75	$90,283.05	1,207.8	$77.37	$93,442.96	1,207.8	$80.07	$96,713.46	$280,439.47
36	Ticket Counter LCD Display Replacement (NEC)	195	0	$3,400.00	$0.00	48	$3,400.00	$163,200.00	49	$3,400.00	$166,600.00	$329,800.00

1.3.2

SCHEDULE OF VALUES

ITEM NO	DESCRIPTION OF ITEM	CONTRACT I115A QTY	YEAR 1 QTY	YEAR 1 UNIT PRICE	YEAR 1 TOTAL PRICE	YEAR 2 QTY	YEAR 2 UNIT PRICE	YEAR 2 TOTAL PRICE	YEAR 3 QTY	YEAR 3 UNIT PRICE	YEAR 3 TOTAL PRICE	3-YEAR TOTAL
37	Display Equipment for North Terminal	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.00
38	SUBTOTAL				$90,283.05			$256,642.96			$263,313.46	$610,239.47
39	TOTAL 2				$1,123,340.75			$1,784,316.52			$1,844,455.59	$4,752,112.86
GENERAL ALLOWANCE ACCOUNT												
40	General Allowance at 10% of Total 2				$207,752.77			$207,752.77			$207,752.77	$623,258.30
41	Inspector General Account at 0.25% of Total 2				$5,193.82			$5,193.82			$5,193.82	$15,581.46
42	GRAND TOTAL				$1,336,287.33			$1,997,263.10			$2,057,402.18	$5,390,952.61

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Notes:

a) Contract duration is anticipated for 5 years. The initial services will be for 3 years and two subsequent 1-year optional extensions.

b) Contract I115A quantities are as per work order no. 1-19.

c) An escalation of 3.5% is used for yearly carry-over costs

d) [Line Item #35] This dedicated allowance account is to provide technician labor to provide additional labor for site equipment maintenance in support of Technical Shop.

e) [Line Item #36] This dedicated allowance account is to replace NEC 40" LCD displays located on the backwall behind the ticket counters as these units are expected to fail within the duration of this contract. Unit price of $3,400 is a budget estimate for the 195 displays.

f) [Line Item #37] This dedicated allowance account is to supply and install the display equipment at the North Terminal. Display equipment consists of 256 video controllers and 352 display monitors based on current millwork drawings for North Terminal as tallied in work order no. 1-19.

g) [Line Item #40] General allowance account is to accommodate future additions, modifications and adjustments to the hardware and software.

SCHEDULE OF VALUES
OPTION YEARS

ITEM NO	DESCRIPTION OF ITEM	CONTRACT 1115A QTY	YEAR 4 QTY	YEAR 4 UNIT PRICE	YEAR 4 TOTAL PRICE	YEAR 5 QTY	YEAR 5 UNIT PRICE	YEAR 5 TOTAL PRICE	5-YEAR TOTAL
STAFF AND INSURANCE									
1	Project Manager	N/A	1	$138,589.73	$138,589.73	1	$143,440.38	$143,440.38	$670,308.23
2	Site Manager	N/A	1	$138,589.73	$138,589.73	1	$143,440.38	$143,440.38	$670,308.23
3	Site Technicians	N/A	3	$99,784.61	$299,353.83	3	$103,277.07	$309,831.21	$1,447,865.79
4	Site Administrator	N/A	1	$110,871.79	$110,871.79	1	$114,752.30	$114,752.30	$536,246.89
5	Expert Support Tier (2 & 3)	N/A	1	$306,006.13	$306,006.13	1	$316,716.35	$316,716.35	$1,480,040.56
6	Airside Vehicle Insurance	N/A	1	$27,052.72	$27,052.72	1	$27,999.56	$27,999.56	$130,844.17
7	Performance Bond	N/A	1	$66,523.07	$66,523.07	1	$68,851.38	$68,851.38	$321,747.95
8	SUBTOTAL				$1,086,987.00			$1,125,031.55	$5,257,361.64
SOFTWARE EXTENDED WARRANTY									
9	AOIS Core System	N/A	1	$244,540.98	$244,540.98	1	$253,099.91	$253,099.91	$1,182,193.98
10	Oracle License	N/A	1	$24,269.83	$24,269.83	1	$25,119.28	$25,119.28	$95,494.36
11	Veritas License	N/A	1	$11,141.17	$11,141.17	1	$11,531.11	$11,531.11	$43,837.11
12	AVD	N/A	1	$16,237.17	$16,237.17	1	$16,805.47	$16,805.47	$63,888.31
13	Crystal Reports	N/A	1	$7,206.67	$7,206.67	1	$7,458.90	$7,458.90	$28,356.03
14	SUBTOTAL				$303,395.82			$314,014.68	$1,193,769.81
HARDWARE EXTENDED WARRANTY									
15	Test Servers	1	1	$6,752.09	$6,752.09	1	$6,988.42	$6,988.42	$32,857.42
16	Production Servers ex: DAR	1	1	$30,489.74	$30,489.74	1	$31,556.88	$31,556.88	$147,467.81
17	Production Server: DAR	1	1	$1,135.33	$1,135.33	1	$1,175.06	$1,175.06	$4,467.17
18	RM Workstation PC	28	28	$12.47	$349.25	28	$12.91	$361.47	$1,666.68

1.34

SCHEDULE OF VALUES
OPTION YEARS

ITEM NO	DESCRIPTION OF ITEM	CONTRACT 1115A QTY	YEAR 4 QTY	YEAR 4 UNIT PRICE	YEAR 4 TOTAL PRICE	YEAR 5 QTY	YEAR 5 UNIT PRICE	YEAR 5 TOTAL PRICE	5-YEAR TOTAL
19	RM Workstation Monitor	29	29	$75.12	$2,178.35	29	$77.74	$2,254.60	$10,332.65
20	RM Workstation Printer	9	9	$443.49	$3,991.38	9	$459.01	$4,131.08	$18,504.88
21	IM Workstation PC	111	111	$12.47	$1,384.51	111	$12.91	$1,432.97	$5,637.63
22	IM Workstation Monitor	111	111	$75.12	$8,337.84	111	$77.74	$8,629.66	$33,548.83
23	IM Workstation Printer	44	44	$138.59	$6,097.95	44	$143.44	$6,311.38	$25,243.56
24	DVC PC	895	895	$12.47	$11,163.40	895	$12.91	$11,554.12	$45,510.88
25	DVC KEYPAD	104	104	$2.72	$282.50	104	$2.81	$292.39	$1,114.01
26	BIC	54	54	$200.68	$10,836.61	54	$207.70	$11,215.89	$42,818.74
27	UPS (APC)	68	68	$23.28	$1,583.25	68	$24.10	$1,638.66	$6,776.60
28	LCD 42" (Toshiba)	597	597	$212.60	$126,920.20	597	$220.04	$131,362.41	$500,542.69
29	LCD 32" (Toshiba)	319	319	$96.18	$30,681.83	319	$99.55	$31,755.69	$129,572.11
30	LCD 27" (Toshiba)	35	35	$79.00	$2,764.87	35	$81.76	$2,861.64	$10,878.90
31	CRT 10" (VIEWSONIC)	48	48	$18.85	$904.71	48	$19.51	$936.38	$3,576.77
32	Cashier Laptop, Reader, Printer	4	4	$51.94	$207.77	4	$53.76	$215.05	$817.53
33	Cashier GAC PC	1	1	$37.70	$37.70	1	$39.02	$39.02	$148.32
34	SUBTOTAL				$246,099.28			$254,712.75	$1,020,983.13
TOTAL 1					$1,636,482.11			$1,693,758.98	$7,472,114.13

DEDICATED ALLOWANCE ACCOUNTS

35	Additional Technician Support (hrs)	N/A	1,207.8	$82.88	$100,098.43	1,207.8	$85.78	$103,601.88	$484,139.78

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SCHEDULE OF VALUES
OPTION YEARS

ITEM NO	DESCRIPTION OF ITEM	CONTRACT I115A QTY	YEAR 4 QTY	YEAR 4 UNIT PRICE	YEAR 4 TOTAL PRICE	YEAR 5 QTY	YEAR 5 UNIT PRICE	YEAR 5 TOTAL PRICE	5-YEAR TOTAL
36	Ticket Counter LCD Display Replacement (NEC)	195	49	$3,400.00	$166,600.00	49	$3,400.00	$166,600.00	$669,000.00
37	Display Equipment for North Terminal	N/A	0.5	$1,768,384.00	$884,192.00	0.5	$1,768,384.00	$884,192.00	$1,768,384.00
38	SUBTOTAL				$1,150,890.43			$1,154,393.88	$2,915,523.78
39	TOTAL 2				$2,787,372.54			$2,848,152.86	$10,387,688.26

GENERAL ALLOWANCE ACCOUNT

40	General Allowance at 10% of Total 2				$207,752.77			$207,752.77	$1,038,763.83
41	Inspector General at 0.25% of Total 2				$5,193.82			$5,193.82	$25,969.10

41	GRAND TOTAL				$3,073,078.23		$3,140,088.53	$11,452,371.19

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Notes:

a) Contract duration is anticipated for 5 years. The initial services will be for 3 years and two subsequent 1-year optional extensions.

b) Contract I115A quantities are as per work order no. 1-19.

c) An escalation of 3.5% is used for yearly carry-over costs

d) [Line Item #35] This dedicated allowance account is to provide technician labor to provide additional labor for site equipment maintenance in support of Technical Shop.

e) [Line Item #36] This dedicated allowance account is to replace NEC 40" LCD displays located on the backwall behind the ticket counters as these units are expected to fail within the duration of this contract. Unit price of $3,400 is a budget estimate for the 195 displays.

f) [Line Item #37] This dedicated allowance account is to supply and install the display equipment at the North Terminal. Display equipment consists of 256 video controllers and 352 display monitors based on current millwork drawings for North Terminal as tallied in work order no. 1-19.

g) [Line Item #40] General allowance account is to accommodate future additions, modifications and adjustments to the hardware and software.

SECTION 6

AFFIDAVITS

MIAMI-DADE COUNTY

SECTION 6 - AFFIDAVITS

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

This sworn statement is submitted for:

PROJECT TITLE_____

PROJECT NUMBER I 115 C

COUNTY OF MIAMI - DADE

STATE OF FLORIDA

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

That he/she is the duly authorized representative of

AIR-TRANSPORT IT SERVICES, INC.
(Name of Entity)

16675 WESTWOOD BLVD, SUITE 210, ORLANDO FL 32821
(Address of Entity)

36 / 4 - 4 / 4 / 5 / 1 / 9 / 6 /
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

PRESIDENT AND CEO
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

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

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

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

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

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

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

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

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

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

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

_X_Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

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

_____The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT PURSUANT TO SECTIONS 10-38 AND 2-8.4.1 OF THE MIAMI-DADE COUNTY CODE

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals. directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

__X__ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

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

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

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

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

PART I

1. The full legal name and business address* of the person or Entity transacting business with the County is:

   AIR-TRANSPORT IT SERVICES, INC.
   6675 WESTWOOD BLVD., SUITE 210
   ORLANDO, FL 32821

2. If the transaction is with a Corporation**, provide the full legal name and business address* and title for each officer. This disclosure requirement does not apply to publicly traded corporations.

   AIR-TRANSPORT IT SERVICES, INC.
   6675 WESTWOOD BLVD., SUITE 210
   ORLANDO FL 32821
   BETROS WAKIM - PRESIDENT & CEO
   CHRIS KELLER - EVP & COO
   JOYCE PATCHETT - SECRETARY

3. If the transaction is with a Corporation**, provide the full legal name and business address* for each director. This disclosure requirement does not apply to publicly traded corporations.

   AIR-TRANSPORT IT SERVICES, INC.
   6675 WESTWOOD BLVD. SUITE 210
   ORLANDO FL 32821
   DR. ROLAND KRIEG
   JÖERG SEYFFART
   BETROS WAKIM

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

   FRAPORT AG 100 %
   DEPARTMENT CFR
   FRANKFURT
   MAIN 60547
   GERMANY

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

_____

_____

_____

6. If the transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary.

_____

_____

_____

7. The full legal name and business addresses* of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

_____

_____

_____

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

1. Does your firm have a collective bargaining agreement with its employees?

☐ Yes ☒ No

2. Does your firm provide paid health care benefits for its employees?

☒ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	30	Males	7	Females
Asian:	4	Males	1	Females
Black:	1	Males		Females
Native American:		Males		Females
Hispanics:	2	Males	1	Females
Alaskan Natives:		Males		Females
_____:		Males		Females
_____:		Males		Females

(ADD EXTRA SHEETS IF NEEDED)

* **Post Office Box addresses not acceptable.**
** **If a Joint Venture, list this information for each member of the Joint Venture**

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

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

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1) 10/31/2002 AOIS I115A	$ 11,979,819.31	$ 11,979,819.31	Ø %

Name of Dept. & Summary of Services Performed: MIAMI-DADE AVIATION Dept. - MAURICE JENKINS INSTALLED AIRPORT INFORMATION Operations System AND INTEGRATION to all interfaces required to operate MIA.

Litigation Arising out of Contract: NONE

(2) 10/31/2001 Propworks Implementation for MDAD (PM020)	$ 418,840	$ 418,840	Ø %

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

Litigation Arising out of Contract: NONE

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(4)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? 6 YEARS

B. 1. Has the Entity ever done business under another name or with another firm? NO
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? NO
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5 OF THE MIAMI-DADE COUNTY CODE

I, being duly first sworn, hereby state that the Respondent for this contract:

☒ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code , processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. 2003-0225 and the expiration date of 9/30/2007.

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

☐ had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.

☐ has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

DISABILITY NONDISCRIMINATION
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

__X__ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

FAMILY LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-183-00

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

__X__ The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

DOMESTIC LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-185-00

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

__X__ The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

CURRENTLY DUE FEES OR TAXES, PURSUANT TO SECTION 2-8.1 (c) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes, including but not limited to real and property taxes, utility taxes and occupational licenses, collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

__X__ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

DRUG FREE WORK PLACE PURSUANT TO SECTION 2-8.1.2 (b) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

__X__ The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT PURSUANT TO SECTION 2-8.1(h) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

__X__ The Entity affirms under oath that the Entity is current in its obligations to the County.

CODE OF BUSINESS ETHICS AFFIDAVIT
PURSUANT TO SECTION 2-8.1(i)
OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

__X__ The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

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

(Signature of Authorized Representative)

Title CEO

Date 4/17/07

STATE OF: FLORIDA

COUNTY OF: ORANGE

The above certifications/verifications were acknowledged before me this 17TH day of APRIL, 2007,

by BETROS WAKIM,
(Authorized Representative)

of AIR-TRANSPORT IT SERVICES, INC.,
(Name of Corporation, Partnership, etc.)

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

Joyce A. Patchett
(Signature of Notary)

Notary Stamp or Seal:

JOYCE A. PATCHETT
(Print Name)

Notary Commission Number: DD623338

My Commission Expires: 12/18/2010

JOYCE A. PATCHETT
MY COMMISSION # DD623338
EXPIRES December 18, 2010
(407)398-0153
FloridaNotaryService.com

SUBCONTRACTOR/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE

Firm Name of Prime Entity/Respondent: Air-Transport IT Services, Inc. Project No. I115C

Project Name:

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner)	
				Gender	Race
Employment Resources, Inc. 8050 N. University Drive, Suite 206 Tamarac, FL 33321	Marcia McPherson Pres/CEO	Provided Techical Sevices	$316,389	F	B
Advanced Total Systems, Inc. 8100 SW 81st Drive, Suite 279 Miami, FL 33143	Osiris Villacampa Pres/CEO	Provide Technical Sevices	$316,389	M	H

Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Supplier Dollar Amount	(Principal Owner)	
				Gender	Race

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

Prime Entity/Respondent Signature — Print Name: Botros Wakim — Print Title: CEO — Date: 4/17/07

(Duplicate if additional space is needed)

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SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE

(Insert Here)

(There is no standard form for this requirement. The Bidder/Offeror shall provide the statement in a format of its choice utilizing its company letterhead.)

Air-Transport IT Services, Inc.
6675 Westwood Blvd., Suite 210
Orlando, FL 32821
Phone: 407-370-4664
Fax: 407-370-4657

AirIT Subcontractor Policy

AirIT policy with all subcontractors is one of fairness and equity. AirIT does not discriminate, differentiate or otherwise judge subcontractors by race, creed or color. AirIT strives for equality and fairness in all dealings with its subcontractors, to this end AirIT mandates to its Project Executives and Leadership Teams that the following items will be adhered to:

- All subcontractors will be paid within 30 days of their invoice.
- No subcontractor shall be discriminated against.
- All subcontractors will be treated fair and justly.
- All subcontractors will be kept informed of the status of the contract.
- All subcontractors will be notified in writing of any deficiencies.
- All subcontractors will be provided with the necessary tools and training to perform their jobs when applicable.
- All subcontractors are required to have a drug, family leave, insurance, and vacation plan.

AirIT is committed to quality and expects the same level of commitment and partnership from its subcontractors; to this end AirIT is as committed to its subcontractors as we are to our customers to providing an excellent project experience.

Sincerely,

Fred Dowding
Project Executive
407-370-4664
407-370-4657 Fax

SECTION 7

CONTRACTOR AND SUBCONTRACTORS RELEASES AND AFFIDAVITS

CONTRACTOR'S AFFIDAVIT AND RELEASE OF CLAIM
FOR PAY APPLICATION FOR PAYMENT NO.___

STATE OF _____)
ss
COUNTY OF _____)

Before me, the undersigned authority, personally appeared the AFFIANT,_____

who being duly sworn, deposes and says as follows:

That they are the duly authorized representative of

_____

being its _____

and as such has full authority to make this affidavit and to give this Release of Claim.

That the said Contractor has completed certain work for the Owner, under its Contract No._____, dated _____, for which the Contractor has requested partial payment. This Application for Payment is for $_____, and of the said amount, the Contractor has heretofore received the sum of $_____, under prior Pay Application No. ____, leaving a balance of $_____, now due and payable.

That the said Contractor hereby covenants that the claims of all persons supplying labor, materials and supplies, used directly or indirectly in the prosecution of the work covered by the aforesaid prior Application for Payment No. ____, have been paid in full,

That the said Contractor hereby releases the Owner from any and all claims of any nature arising out of the performance of the aforesaid certain work described in prior Pay Application No.____, and hereby accepts the aforesaid Amount in lieu of those claims.

CONTRACTOR:

_____
Name of Contractor

By _____
(Signature of Authorized Representative)

_____
(Title) (Date)

CONTRACTOR'S AFFIDAVIT AND RELEASE OF CLAIM
FOR PAY APPLICATION FOR PAYMENT NO. (Cont'd)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____day of _____ 20__, by

_____
(Authorized Representative)

of _____,
(Corporation, Partnership, etc.)

who is personally known to me or who has produced _____

as identification and who did/did not take an oath.

_____
(Signature of Notary)

_____
(Print Name)

Notarial Stamp or Seal

Notary Commission Number: _____

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT AND RELEASE OF ALL CLAIMS

STATE OF _____)
ss
COUNTY OF _____)

Before me, the undersigned authority, personally appeared the AFFIANT,

_____

who being duly sworn, deposes and says as follows:

That they are the duly authorized representative of:

_____
(Name of Contractor)

being its _____
(Partner) (President or other Officer)

and as such has full authority to make this affidavit and to give this Release of All Claims.

That the said Contractor has completed certain work for the Owner, under its Contract No._____ dated _____, for which the Contractor has requested payment in full. The Final Contract Amount is $_____, and of the said amount, the Contractor has heretofore received the sum of $_____, leaving a retained balance of $_____, now due and payable.

That the said Contractor hereby covenants that the claims of all persons supplying labor, materials and supplies, used directly or indirectly in the prosecution of the work covered by the aforesaid Contract, have been paid in full, except for the sum of $_____, which shall be paid in full from the aforesaid retained balance due the Contractor.

That the said Contractor hereby releases the Owner from any and all claims of any nature arising out of the performance of the aforesaid Contract, and hereby accepts the aforesaid Final Contract Amount in lieu thereof.

That the said Contractor hereby covenants that payment by the Owner of the Final Contract Amount in no way releases the Contractor from his continuing obligations under the Performance and Payment Bonds heretofore posted with the Owner, and the Surety on said Bonds hereby consents to the payment by the Owner of the retained funds.

CONTRACTOR:

_____
Name of Contractor

By _____
(Signature of Authorized Representative)

_____
(Title)

_____
(Date)

CONTRACTOR'S AFFIDAVIT AND RELEASE OF ALL CLAIMS (Cont'd)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this

day of _____ 20 _____, by

_____
(Authorized Representative)

of _____,
(Corporation, Partnership, etc.)

who is personally known to me or who has produced _____

as identification and who did/did not take an oath.

_____
(Signature of Notary)

_____
(Print Name)

Notarial Stamp or Seal

Notary Commission Number: _____

My Commission Expires: _____

SUBCONTRACTOR'S AFFIDAVIT IN COMPLIANCE WITH SECTION NO. 10-35, MIAMI-DADE COUNTY CODE

NOTE: The Prime Contractor shall attach this statement, completed by each First Tier Subcontractor whose work appears on the prior requisition for payment, and by each direct supplier to the Prime Contractor who has furnished materials directly to the Prime Contractor which materials were included in the prior requisition for payment.

Project Name: _____ Project Number: _____ Date: _____

Name - General Contractor _____
Name - Subcontractor/Supplier _____
Signature of Authorized Representative of Subcontractor/Supplier:
_____
Title: _____
Date: _____
This Affidavit is an attachment to the Prime Contractor's Pay Requisition No. _____.
Total Subcontract/Supplier Amount $ _____.
Amount of work done by Subcontractor/Supplier under this pay requisition is $ _____.

STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me this _____ day of _____ 20 __, by

_____
(Authorized Representative)
of _____
(Corporation, Partnership, etc.)
who is personally known to me or who has produced _____ as identification and who did/did not take an oath, deposes and says that pursuant to the provisions of the Contract for said project, all money due under prior requisitions for payment have been paid by _____, the Prime (General) Contractor.

_____
(Signature of Notary

_____
(Print Name)

Notary Commission Number: _____

Notarial Stamp or Seal

My Commission Expires: _____

RELEASES OF CLAIM BY SUBCONTRACTORS REQUIRED

Section 10-35, Miami-Dade County Code

Before any prime contractor can receive any draw, except the first draw, for moneys due it as a result of a percentage of the work completed, it must pay all first-tier subcontractors and all direct suppliers of the prime contractor who have performed any work or supplied any materials directly to the prime contractor for the project as of that date their proportionate share of all previous draws and must provide the Owner's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all first-tier subcontractors and direct suppliers to the prime contractor who have performed any work or supplied any materials for the project as of that date, stating that said subcontractors and suppliers have been paid their proportionate share of all previous draws. In the event such affidavits cannot be furnished, the contractor may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers, and the amounts for which the statement of satisfaction cannot be furnished. The Contractor's failure to provide a consent of surety to requisition payment will result in the amount in dispute being withheld until (1) the statement of satisfaction is furnished, or (2) consent of surety to requisition payment is furnished.

(Ord. No. 78-23, 4-4-78; Ord. No. 84-11, 2-7-84; Ord. No. 86-6, 2-4-86; Ord. No. 88-13, 3-1-88)

Consent of Surety to Pay Application for Payment

PROJECT NAME:_____ PROJECT NO.:_____

CONTRACTOR:_____

A/E CONSULTANT:_____

Attachment to Requisition No. _____dated _____ in the amount of $_____

TO: MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

The Surety Company, _____
(insert full name or legal title and address of Surety)

on the bond of the Contractor listed above, hereby approves this payment to the Contractor. Said payment shall not relieve the Surety Company of any of its obligations to Miami-Dade County, including the Security from any and all liens, claims, or demands whatsoever that may now exist or be made in the future by any subcontractor or material suppliers against this project and contract.

This Consent of Surety recognizes that claims have been made by the following subcontractors and material suppliers against the contract in the amounts listed below:

(subcontractor/material supplier name and telephone number)	(amount of claim)
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____

( ) attached find additional listed names/amounts on pages 2 thru _____

The Surety recognizes that releases of lien or releases and assignment of claim have not been requested or received from all the subcontractors and material suppliers for this facility.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this _____ day of _____, 20_____.

Attest:
Witnesses:

_____ Surety: _____
Signature of Authorized Representative

_____ Title: _____

(Seal)

Attachment: Surety Power of Attorney