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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2008

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

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

From: George M. Burgess
County Manager

Resolution No. R-614-08

Subject: Resolution Waiving Formal Bid Procedures Approving Award of a Sole Source Contract to SITA Information Networking Computing USA, Inc. for the Common Use Terminal Equipment Operation and Maintenance at Miami International Airport, General Aviation Airports, Miami Area Hotels, and the Miami Seaport, in the amount of $17,742,819.63, Project No. I113B

Recommendation

It is recommended that the Board approve a waiver of competitive bidding procedures pursuant to Section 2-8.1 of the Miami-Dade County Code and Section 5.03(D) of the Home Rule Charter; award a Common Use Terminal Equipment (CUTE) Operation and Maintenance (O&M) contract to SITA Information Networking Computing USA, Inc. (SITA) in the amount of $17,742,819.63; and authorize the Mayor or his designee to execute said contract substantially in the form attached hereto.

The bid waiver is necessary because this is a proprietary system and the equipment is still in use and will be for years to come. The original contract awarded in 2002 was a four-year contract with an option for two additional years of O&M. This option was exercised in 2006 and will expire June 30, 2008.

A version of this item was originally scheduled for the April 17, 2008, Airport & Tourism Committee, but was deferred to allow Miami-Dade Aviation Department (MDAD) staff to negotiate with SITA for better terms. Those negotiations resulted in extension of the contract term from three years and two one-year options to extend to a fixed term of five years, an increase in SBE goal from 8% to 12%, and a $200,000 hardware credit.

Scope

The impact of this agenda item is countywide in nature as it relates to the Miami International Airport (MIA), General Aviation Airports (GAA), Miami area hotels, and the Miami Seaport.

Fiscal Impact/Funding Source

The source of funding is MDAD's operating budget. The total contract amount is $17,742,819.63, which includes operation and maintenance line items and a general allowance account for the term of the contract.

Track Record/Monitor

According to MDAD Information Systems and Telecommunications Division Director Maurice Jenkins, who will monitor the contract, SITA has performed satisfactory services for MDAD since October 2002.

Delegated Authority
In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority contained within the subject contract, the Aviation Director or designee has the authority to exercise termination provisions.

Compliance Data
SITA INC USA, Inc. does not have any violations on file with Miami-Dade County.

Background
MDAD pursued CUTE to provide MIA with maximum flexibility to move airlines and their assigned ticket counters and gates without having to change out airline proprietary computer systems. As part of that effort, MDAD provides the CUTE service to airlines and then recoups costs through charges to airline providers. On October 22, 2002, the Board awarded a competitively bid contract to SITA to supply and install the CUTE as part of MIA's Capital Improvement Program (CIP).

SITA installed an advanced information technology known as the CUTE system that provided the means for MIA to operate under a new model that discontinued the traditional proprietary airport/tenant operating systems in favor of a 100% shared systems environment, and common-use distribution information networks. This system helps MIA maximize facility utilization by adding flexibility and shared resources, allowing check–in counters and terminal gates to be completely universal in their function.

The CUTE system includes hardware and software components, common-use self-service kiosks, and related system software applications; and interfaces to other systems, workstations, boarding pass printers, boarding gate readers, and keyboards. The proprietary CUTE software provides airlines with standardized and flexible information systems and optimizes airport space by allowing airlines to easily change location as needed.

The purpose of this contract is to provide maintenance services and original equipment manufacturer (OEM) replacement parts for the CUTE system inclusive of licensed software protected under copyright law for intellectual properties. As with any of the systems MDAD could have chosen, much of the software is proprietary and the system performance is warranted based on customized hardware and software components integrated for high reliability, availability and maintainability. This mission critical 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. It is not in the best interest of the County to change providers during the remaining useful life of the system, approximated at five years.

SITA currently provides all labor and tools to operate and maintain the CUTE system at MIA, and may provide same for the GAAs, Miami hotels, the Miami Seaport, and other areas deemed necessary. MDAD staff will offer the service to area hotels, as they have with the Flight Information Display System (FIDS). Rates are determined through a Board-approved pricing structure.

A sole source contract is necessary because this is a proprietary system. However, MDAD has engaged in several direct negotiations with SITA yielding the following benefits for the County:

- Fixed pricing for up to five years;
- Fixed labor rates for contingency engineering support;
- Increase in SBE goal from 6% to 12% 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 CUTE software;
- Expertise to update current software;
- All updates needed to ensure continuous uninterrupted service;
- Coordination of security with MDAD to ensure a secure system; and
- Provision for deployment and integration of equipment at North terminal facilities when renovated; and a
- $200,000 hardware credit.

PROJECT LOCATION:	Miami International Airport, General Aviation Airports, Miami area Hotels, and the Miami Seaport
COMPANY NAME:	SITA Information Networking Computing USA, Inc.
TERM OF AGREEMENT:	Five (5) years
OPTION(S) TO RENEW:	None
CONTRACT AMOUNT:	$17,742,819.63 includes General Allowance Account and IG fees.
ALLOWANCES/CONTINGENCY ORDINANCE NO. 00-65:	N/A
CONTRACT MEASURES:	The Review Committee originally established a 6% Small Business Enterprise (SBE) goal. SITA committed to an 8% SBE goal (voluntary 2%). Following negotiations, SITA agreed to and the Review Committee established a 12% (SBE) goal.
SBE PARTICIPANTS:	PURYEAR, INC. - $707,942.93 (4%) A S E TELECOM & DATA, INC. - $707,942.93 (4%) EMS, INC. - $707,942.93 (4%)
REVIEW COMMITTEE DATE:	May 14, 2008

COMPANY PRINCIPAL/ QUALIFIER(S)	Mark Gallagher
LOCATION OF COMPANY:	Atlanta, Georgia
YEARS IN BUSINESS:	10 years
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	SITA N.V., Heathrowstraat 10, 1043 CH Amsterdam, the Netherlands is 100% Owner
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	One (1) contract at MDAD $21,248,645.84
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 3, 2008

FROM: R. A. Cuevas, Jr. 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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(D)
6-3-08

RESOLUTION NO. **R-614-08**

RESOLUTION AUTHORIZING AWARD OF MIAMI-DADE COUNTY PROJECT NO. I113B, COMMON USE TERMINAL EQUIPMENT (CUTE) OPERATION AND MAINTENANCE AT MIAMI INTERNATIONAL AIRPORT, GENERAL AVIATION AIRPORTS, MIAMI AREA HOTELS, AND THE MIAMI SEAPORT, IN THE AMOUNT OF $17,742,819.63, TO SITA INC USA INC.; FINDING A WAIVER OF COMPETITIVE BIDS TO BE IN THE BEST INTERESTS OF MIAMI-DADE COUNTY; WAIVING THE REQUIREMENTS OF 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY; WAIVING THE REQUIREMENTS OF SECTION 5.03D OF THE HOME RULE CHARTER; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME ON BEHALF OF MIAMI-DADE COUNTY, INCLUDING TERMINATION OR CANCELLATION PROVISIONS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby pursuant to Section 5.03D of the Home Rule Charter and Section 2-8.1 of the Code waives competitive bidding by vote of two-thirds of the members of the County Commission and finds such waiver to be best interests of Miami-Dade County, and awards to SITA INC USA, Inc. the contract for Miami-Dade County No. I113B, relating to the operation and maintenance of common use terminal equipment, in the amount of $17,742,819.63; and authorizes the Mayor or his designee to execute the agreement in substantially the form attached hereto, and to exercise the renewal, cancellation, or termination provisions contained in the agreement.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Barbara J. Jordan** 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	**aye**	Audrey M. Edmonson	**absent**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**absent**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

MIAMI-DADE COUNTY

MIA
MIAMI INTERNATIONAL AIRPORT

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
R. A. CUEVAS, Jr., County Attorney
JOSÉ ABREU, P.E., Aviation Director

Project No. **I113B**

COMMON USE TERMINAL EQUIPMENT (CUTE) OPERATION AND MAINTENANCE (O&M)

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CONTRACT

SURETY PERFORMANCE AND PAYMENT BOND

CONTRACT

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 SITA Information Networking Computing USA, Inc., Corporate address of: 3100 Cumberland Blvd., Suite 200, Atlanta, GA 30339, 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: Common Use Terminal Equipment (CUTE) Operation and Maintenance (CUTE O&M)

PROJECT No: I113B

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 Seventeen Million Seven Hundred Forty Two Thousand Eight Hundred Nineteen Dollars and Sixty Three Cents, ($ 17,742,819.63).

consisting of the following accepted items or schedules of work:

Total Unit Price, Items for five (5) years	$16,089,612.00
General Allowance Account	$1,608,961.20
Inspector General Audit Account	$44,246.43
TOTAL MAXIMUM CONTRACT AMOUNT	$17,742,819.63

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.

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

ATTEST: Harvey Ruvin Clerk

By: _____
Deputy Clerk

(MIAMI-DADE COUNTY SEAL)

_____

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

CONTRACTOR (If Corporation)

SITA INC USA, 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, SITA Information Networking Computing USA, Inc., as Principal, whose corporate business address is 3100 Cumberland Blvd., Suite 200, Atlanta, GA 30339, as Contractor under the Contract dated _____, 20__, between Principal and Miami-Dade County for the professional services required for the **Common Use Terminal Equipment Operation and Maintenance**, Project No. **I113B,** (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 _____ (U.S. dollars), $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. This Bond covers the Payment Schedule and O&M Quantities and Pricing for the five (5) year period.

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 the five (5) year period; 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.

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

ATTEST: Harvey Ruvin Clerk

By: _____
Deputy Clerk

(MIAMI-DADE COUNTY SEAL)

_____

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

CONTRACTOR (If Corporation)

SITA INC USA, 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

_____

_____

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 Airfield Operations Area: The Airfield 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. The Contractor has no right to payment out of allowance account absent prior work order.

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, O&M Quantities and Contract Schedule of Pricing, 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, excluding overhead profit.

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. The site shall include, but shall not necessarily be limited to, the airline terminal building and its appurtenances at Miami International Airport, any other areas of Miami International Airport, locations at other County owned airports, and other locations within Miami-Dade County, such as the Sea Port, airline ticket offices and hotel lobbies.

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 and signed 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:

12% 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 through out the duration of the contract.

1.2.2 For questions regarding Miami-Dade County's SBE, Contract Measure Requirements, please contact Ms. Betty Alexander of the Department of Small Business Development f/k/a 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 $10.69 per hour plus Health Benefits as described in the aforementioned ordinance or $12.24 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 $1.55 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.

1.9.0 TERM OF CONTRACT

1.9.1 The term of this Contract shall be for five (5) years.

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 and the County retains the right to satisfy such needs via contract with other entities. 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.

1.12.0 CONTRACT RENEWAL

1.12.1 The Owner reserves the right to notify the Contractor within one hundred and eighty (180) days, but not less than one hundred and twenty (120) days prior to the expiration of the Contract.

SECTION 2

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. The Contractor shall note any proposed deviations in writing.

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 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 site.

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 Contract Documents. 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. Not with standing the proceeding the Contractor shall not perform any work until they have summated a Performance and Payment Bond to the County.

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, and 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 COMMON USE TERMINAL EQUIPMENT

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 Contract Documents 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 Contract Documents 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 Contract Documents 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 Contract Documents 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 Contract Documents, 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 the Total Contract Amount minus the price for the first and second renewal or extension periods 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 of Contract. 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.

2.57.7 Bond Extension - If the Contractor is extended, the Contractor shall provide a Performance and Payment Bond in accordance with the requirements identified within. The newly executed Performance and Payment Bond in an amount of not less than $1,250,000.00. The new Bond shall provide coverage for the duration of the extended periods.

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:

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:

ATB – Boarding Pass Printer
BGR – Boarding Gate Reader
CSO – Contractor's Service Organization
CUSS – Common Use Self Service
CUTE – Common Use Terminal Equipment
LDCS - Local Departure Control System
MDAD - Miami Dade Aviation Department
MIA – Miami International Airport
O&M – Operation and Maintenance
OEM –Original Equipment Manufacturer
PC – Personal Computer
SLA – Service Level Agreement

3.1 General Scope of Work

A. The Contractor shall provide all labor and tools to Operate and Maintain (O&M) the Common Use Terminal Equipment System (CUTE) at Miami International Airport, its General Aviation Airports, Miami area hotels, the Miami Seaport, and other areas deemed necessary.

B. The primary purpose of CUTE is to provide a common platform with functionality to handle multiple airlines concurrently from a single check-in position and reduces passenger wait times. CUTE software optimizes airport space and facilitates system integration. As a result, check-in counters, boarding gates, and other locations in airports are better equipped with a standardized and flexible system that expedites the movement of airline passengers. The CUTE system includes hardware and software components comprised of redundant servers; various interfaces to other systems; workstations, boarding pass printers, boarding gate readers, integrated keyboards, common use self service kiosks and related system software programs.

C. The Contractor shall provide expert on-site and off-site software system support including 1st (first), 2nd (second) and 3rd (third) level support for hardware repair, system maintenance and other facets of the system.

D. The Contractor has created for MDAD an Information Technology Infrastructure Library (ITIL) -based Operations & Maintenance Manual (Attachment A), which provides best-practice industry practices in support of

MDAD's CUTE system. The contract shall provide the same scope of support as outlined in the ITIL Manual (Attachment A) which includes:

1. Common Use Terminal Systems hardware and software that is specific to the SITA AirportConnect System, as delivered by the Contractor under Contract I113A.
2. Network and Diagnostic Monitoring and Remote Access capabilities.
3. CUTE System Administrator application.
4. Terminal Emulators.
5. Equipment Rooms miscellaneous equipment cabinets, racks and all other equipment room devices and cables needed for System maintenance.
6. Software changes as necessary for Problem Management for both AirportConnect CUTE, and the Local Departure Control System (LDCS) installed by SITA under Contract I113A, MaestroLDCS.
7. Coordination with airlines and their host systems/gateways.
8. Support of SITA's AirportHub – airline connection as well as all SITA circuits & gateways.
9. Maintenance of spare equipment for the existing CUTE System.
10. Maintenance of the installed and warehoused equipment inventory.
11. Proactive remote monitoring of all Common Use Self-Service (CUSS) kiosks deployed by SITA.
12. MaestroLDCS support for MIA airlines requiring the use of a MIA-provided LDCS.
13. Quarterly inventory report to MDAD on all CUTE and CUSS equipment deployed.
14. Monthly reports on incident management activities and Service Level Agreement (SLA) performance.
15. Monthly reports on preventive maintenance activities.
16. CUTE Airline Usage reports.
17. Approved MDAD change management process for all operating system and CUTE platform software updates, in support of version control.
18. SITA BagMessage.

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 I113A and I113B CUTE Contract.

B. The Contractor shall track all equipment, service levels and installations pertaining to the CUTE system. The Contractor shall provide on-site and off-

site technical support and professional services necessary to ensure the successful operations of the CUTE System.

C. The Contractor shall provide competent, knowledgeable, 1st Level, 2nd level, and 3rd Level support field engineers. These field engineers are to be fully trained by the Contractor in on-site maintenance of all installed CUTE 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 competent level of Field Engineer. Such training and any subsequent training will be at the Contractor's expense.

D. 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 CUTE 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.

E. 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 the Contractor's overhead and profit, the cost for all third party on-site and off-site report support charges, the cost for salary, overtime, air, hotel and any other expense associated with unplanned/emergency on-site visits by Contractor or 3rd party factory technicians to fix a problem with the CUTE system. Travel for the Steering Committee 2-3 per year.

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 SLA's stated herein.

B. The Contractor shall provide staff to operate an on-site 24 hours-a-day, seven (7) days a week, 365 days a year (24x7x365) to ensure that established service level Agreements (SLA's) are met. Off-Site Systems Support shall be 24x7x365.

C. The Contractor's Service Organization (CSO) 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 the 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. The Contractor shall be responsible to work with the responsible party(s) until the problem is resolved. The Contractor shall be responsible for updating status for all such tickets and closing the ticket only when the 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, The Contractor shall address and remedy any systematic problems or negative performance trends.

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

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

3.4 Qualified Personnel

The 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-site and 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. The Contractor will immediately notify the Owner before consumables inventory is depleted so that Owner can replenish and avoid Help Desk Tickets due to lack of Consumables.

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

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

3.8 Spares

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

B. 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.

C. 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 10% for extra work directed via work order.

D. The Contractor shall update and maintain inventory records of all installed and spare equipment that is part of the CUTE system.

3.9 Service Levels Overview

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

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

C. Any failure caused by malfunction of an interfaced system or associated third (3rd) party network communications are excluded from these Service Levels. However all such problems shall be assigned to the Contractor for "Ownership" until the problem is resolved.

D. 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.

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

3.10 Required Service Levels

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

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

C. Resolution or escalation time for all workstation-level incidents is 30 minutes. 98% of such incidents shall be resolved within 30 minutes. Infrastructure availability time shall be 99.8%.

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

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

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

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

H. The above measurements of availability for the Contractor shall only be based on events within the 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 the 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.

3.11 Service Levels Review

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

B. 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. The Contractor provided for MDAD an Information Technology Infrastructure Library (ITIL) -based Operations & Maintenance Manual, which provides best-practice industry practices in support of MDAD's CUTE system. The contract shall provide the same scope of support and escalations as outlined in the ITIL Manual (Attachment A).

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, all the 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 are not fixed within the service level or resolve time exceeds ten percent (10%) of total reported Problems for one (1) month then the 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, all the General Aviation Airports, Miami area Hotels and the Miami Seaport Users will report problems to the Help Desk (see manual) 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 the Contractor.

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

C. Unless, with prior unanimous agreement from the Owner and its Users, all planned changes are to be undertaken during Non-Peak 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. The System and the 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. The 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. The 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 the 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 Service 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. The 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. The Lab Test and Risk Analyst – All change requests will be first performed for the Contractor or 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. The 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.

J. The 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. The 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 implementation and operation of the applied changes.

L. The 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. The 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 and/or written memorandum, the requesting party and/or Contractor internal Configuration Management team.

O. The System Change Request Branch – All System changes are managed under the same process guidelines as the 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 the Owner's Information Systems and Telecommunications, on-site service providers and the 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. (See Attachment A for procedures for implementing system changes.)

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.

3.17 Hardware Implementation Assistance and Maintenance

A. Hardware Items shall include, but are not limited to: Cute Application Servers, Gateways, etc., LBA (Local Boarding Application) Servers, LDCS (Local Departure Control System) Application Servers, Installing, configuring of workstations, pointing devices, keyboards and monitors at all locations utilizing a CUTE workstation, Boot and Remote Access Servers, Network, Diagnostic and Remote Monitoring Servers, Automatic Ticket/Boarding Pass Printers (ATB), Bag Tag Printers (BTP), Boarding Gate Readers (BGR), Credit Card, Travel Documents, Membership card and bar code Scanner/Reader (3 in 1 device), Document Printers, Back Office Workstations and their respective CUTE peripherals, Common Use Self Service Check-in Systems, Surge Protector for each workstation and their peripherals, Test/Development System.

B. The Contractor shall use MDAD provided spares to maintain equipment on site.

C. 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 Section 5).

D. The Contractor shall insure that all associated equipment for the CUTE system be maintained, cleaned and inspected on a regular basis.

E. The Contractor shall keep maintenance records that can be reviewed by the owner upon request that shows equipment location, in-service dates, remaining warranty and status for the contract period.

F. The Contractor shall provide expert on-site and off-site software system support including on-site first level software support for hardware repair and CUTE system maintenance.

G. The Contractor shall provide operation, maintenance and support for the existing and future off airport CUSS deployment.

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

D. 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 equipment installed under this Contract, including the 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 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 related to software and hardware problems.

E. The 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 from available spares or full refurbishing of item.

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 the CUTE and CUSS databases are backed up to tape and rotated 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 Excel 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 the 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 Section 5 is covered under the extended warranty for the duration of the Contract.

B. The extended warranty begins when the original warranty ends as provisioned under Contract I113A.

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 the equipment prior to accepting substitute equipment.

3.28 Software Extended Warranty

A. Software Extended Warranties. The warranty includes software updates to repair faults and upgrades to comply with contractor'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 the equipment prior to accepting substitute equipment.

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 – Payment Schedule/O&M Quantities and Pricing.
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, Payment Schedule/O&M Quantities and Pricing.
H. Invoicing against the "General Allowance Account" shall be from approved Work Orders.
I. Work Orders shall be added to the Payment Schedule/O&M Quantities and Pricing shown in Section 5.

3.30 Liquidated Damages

The County shall collect liquidated damages in monetary form the Contractor for; failing to achieve the required service levels, non-responsiveness or failure to complete scheduled Move/Add/Change (MAC) work within the designated time schedule, and other performance measurements as more fully described below:

	Performance Measurement	Liquidated Damages
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 CUTE 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, liquidated damages 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 liquidated damages 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 liquidated damages in the amount stated are reasonable and is in lieu of all other remedies.

All performance measurement liquidated damages shown above shall be cumulative. The cumulative amount of all performance measurement liquidated damages shall not exceed $125,000 per calendar year. The monetary liquidated damages shall be deducted from the Contractor's Management Fee invoice amount for the month. These monetary liquidated damages 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 liquidated damages 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 the operation.

3.33 Order of Precedence

MDAD reserves the right to prioritize various activities that the Contractor undertakes in order to meet deadlines. In general, 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

INFORMATION TECHNOLOGY INFRASTRCTURE LIBRARY – OPERATIONS & MAINTENANCE MANUAL PLAN

SITA

Miami Airport

SITA – Airport Desktop Services

Operation & Maintenance Plan

AirportConnect CUTE on XP

Date Issued: November 7, 2007

Version 2.2

Submittal 270-xxx

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Document Control

Revision History

Version	Version Date	Nature of Change(s)	Author(s)
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2.0	August 1, 2006	Servers Shutdown Procedures Updated MIA/SITA Staff information	Leila Gaines
2.1	May 23, 2007	Updated Airline Host Information Updated MIA/SITA Staff information	Chris Johnson
2.2	November 7, 2007	Added BagMessage Support Model Updated MIA/SITA Staff information	Leila Gaines

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Document Approvals

Name	Responsibility	Signature	Date
Tania Dip	Project Management/MDAD		

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APPENDIX 71

Overview

1. Introduction & Objectives

The objective of this document is to outline the activities of the Operations & Maintenance (O&M) staff supporting the AirportConnect CUTE system at Miami International Airport.

The Operations & Maintenance Plan provides a general framework for reference only and is a living document. Its information is derived from the practical observation of the activities of the SITA O&M staff in the airport environment. As these conditions change, the activities are adjusted to reflect the operational realities of a large busy airport which includes more than 50 airlines using the AirportConnect CUTE system. The AirportConnect system itself is only part of the IT infrastructure of MIA. All troubleshooting activities must take into consideration the overall picture which includes the MDAD network and the firewalls installed between the AirportConnect core room and the network itself.

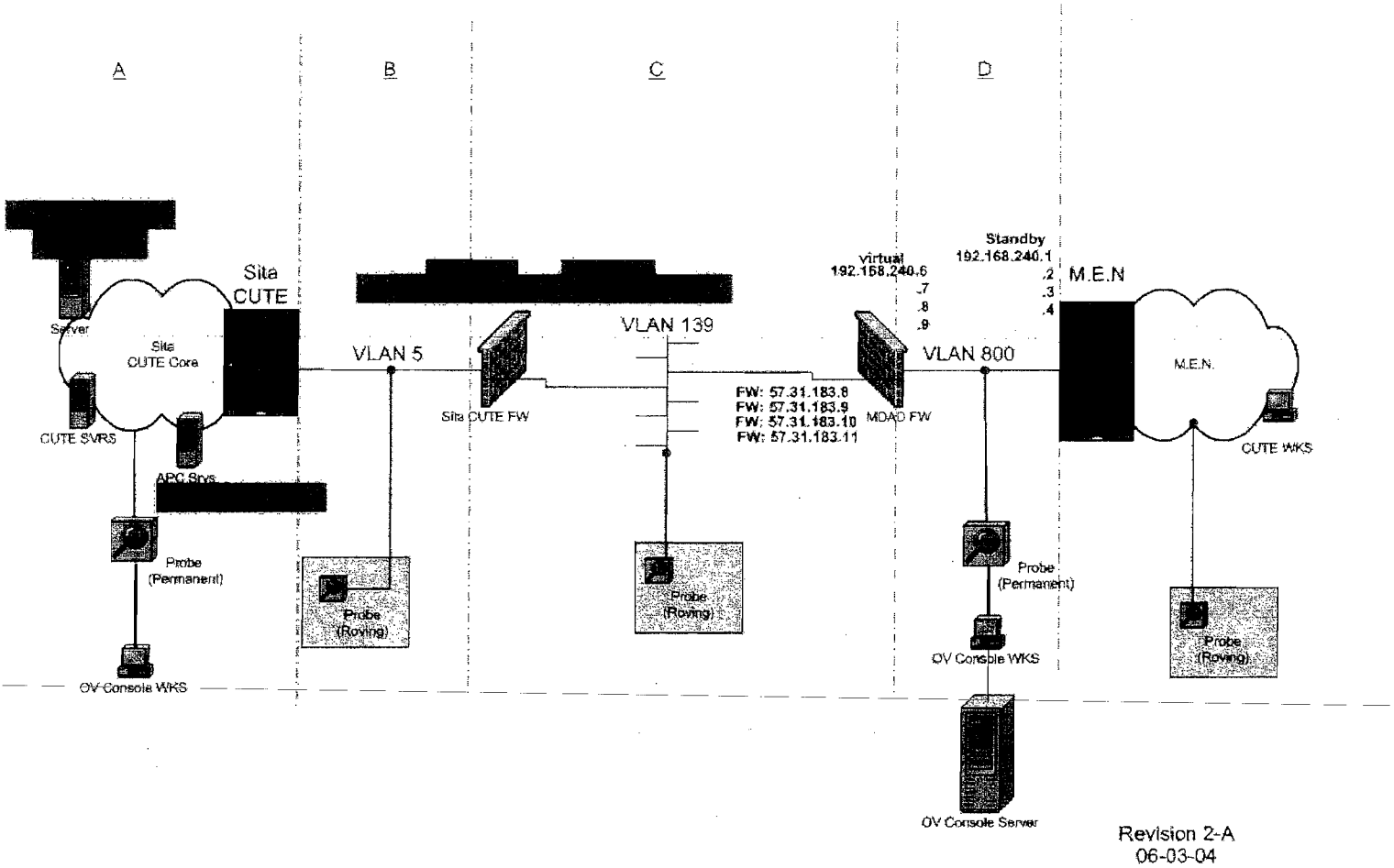


Figure 1 - *MIA CUTE & Network topology*

It is recommended that this document be reviewed every six months to update airline information, useful numbers, and Miami-Dade Aviation Department (MDAD) policy changes.

2. Document Usage

This Operations & Maintenance Manual is to serve as a general guide of the expected activities and duties of the O&M staff. It is not designed to replace either the technical operational manuals of previous submittals (submittals 100-XXX through 200-XXX), or the contractual obligations outlined in Section 3 of the Contract between SITA and Miami-Dade County, (Project I113A). Nothing in this manual is to be interpreted as MDAD IT policy.

3. Document Content

This document highlights the activities of the O&M staff supporting MDAD's AirportConnect CUTE system, in particular:

- Handling of airline incident calls related to AirportConnect CUTE;
- Problem and known errors management;
- Change Management
- Inventory Management
- Service Continuity
- Hurricane Preparedness
- Preventive Maintenance

The Appendix contains sample reports issued to MDAD, including:

- Template for Monthly Operational Report
- Root Cause Analysis Report
- Preventive Maintenance Log
- Monthly Trouble Tickets Log
- Quarterly Inventory Report
- Change Request sample – request to MDAD IT Dept. to approve proposed software changes.
- Out-of-Scope repair report
- Staff scheduling

INCIDENT MANAGEMENT

This section contains the following information related to Incident Management:

Overview

Tasks

Incident Management Process Flow

SLAs

In-Scope Activities

Out-of-Scope Activities

Incident Management – Level One Support

Incident Management - Level One Support Process Flow

Hardware-related Incident Management

Hardware-Related Incident Process flow

Incident Management Level Two Support

Incident Management Level 2 Process Flow

1. Overview

The primary objective of Incident Management is to process enquiries and incidents of all types and restore service as soon as possible while minimizing any negative effects on business processes. This is achieved by a group of specialists who work in virtual unison. Teams are formed according to specialist skill levels and are grouped into first-level – O&M technician staff, part of the local resolver group, second-level – local site administrators, and third-level support units – SITA's Enterprise Operations (EO) via the Global Support Center (GSC).

1.1 Tasks

The main tasks associated with Incident Management are:

- Identify & document all enquiries and incidents
- Prioritize (i.e. determine urgency) & categorize (assess risk) of all reported incidents
- Initiate first-level support
- Implement break/fix to restore service as fast as possible
- Escalate to appropriate second- and third-level support if first-level support does not restore service
- Resolve the incident & restore service
- Document the incident
- Monitor, track, and communicate Incident resolution progress
- Follow-up: Identify problems through repeated incidents and document work & progress with MIA's issues list as needed

1.2 Incident Management Process Flow

The following figure indicates how Incident Management works within the MDAD framework.

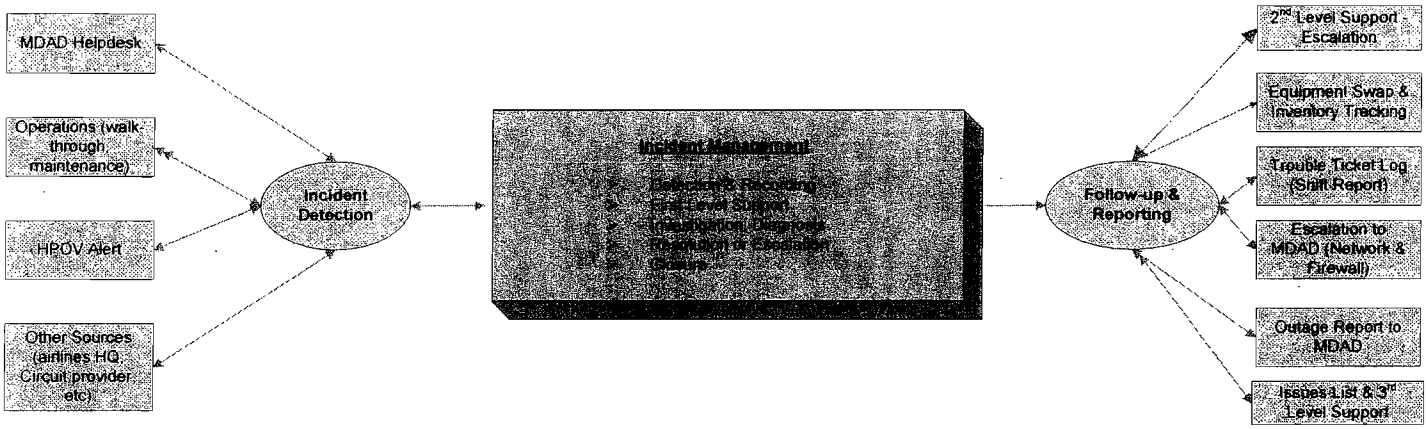


Figure 2 -*Incident Management Process*

1.3 SLAs

Based on 24 hour per day, 7 days per week on-site support hours:

- 10 minute response to location of incident for ticket counter and gate CUTE workstations
- 20 minute response to back-office workstations
- 30 minutes to resolve or escalate
- 99.8% CUTE workstations uptime
- 98% of all workstations and peripherals trouble tickets to be resolved within 30 minutes
- In the event of catastrophic failure, the priority for restoration of service failures shall be, CUTE System & Network/Gateways first, Gates second and Baggage Handling Interface Systems third.

2. In-Scope Activities

SITA technician group

- Log & categorize reported incidents
- Respond to trouble calls
- Resolve incident for all 1st level support issues
- Verifies equipment serial numbers
- Invoke proper incident resolution resources
- Escalate (assign) incidents to appropriate levels of support (airline hosts, CUTE site administrators, MDAD network)
- Follow up for resolution status
- For critical, customer affecting situations maintains constant contact with airline staff with updates
- Obtain customer concurrence upon resolution
- Close incidents with MDAD helpdesk
- Swaps equipment as needed to resolve trouble ticket
- Update inventory database
- Audit workstations and peripherals to verify repair needed on equipment
- Effect minor repairs on equipment as needed
- Ready IER peripherals or other hardware for factory repairs as needed

SITA Site Administrator

- Receive incident assignments from SITA technician and take ownership of incident resolution efforts
- Confirm correct assignment
- Verifies status of CUTE core room and airline gateways
- Verifies connectivity to airline host from core room
- Coordinate efforts of appropriate resolvers (Airline hosts, MDAD PC group for firewalls, MDAD network, SITA 3rd level support)
- Track incidents through resolution
- Identify repetitive incidents and relate to parent problem record
- Provide status updates to MDAD Helpdesk
- Document actions taken for support and resolution by groups outside SITA
- Coordinate pro-active service support
- Re-assign incidents to technicians for user concurrence and incident closure
- Coordinate break/fix activities including:
  - Shipping damaged devices to appropriate hardware depot
  - Maintaining adequate level of spares (including ordering replenishment of spares as per agreed upon sparing levels)
  - Receiving repaired and restored devices from hardware depot
  - Updating IT Asset status upon repair/spare

3. Out-of-Scope

Out-of-scope activities include:

- MDAD network maintenance, repairs or other activities beyond reporting suspected problems;
- MDAD firewall work
- Repair on equipment damaged through misuse or mishandling
- Cabling within airport infrastructure
- Janitorial work at ticket counters such as cleaning trash within ticket counter inserts
- Replacing airline own internal IT resources (helpdesk, service desk, etc.) or host internal resources for incident management.

4. Incident Handling Overview –Level One Support – Local Resolver Group

4.1 Table of Activities:

1	Incident detected. (a) Airline user contacts MDAD NOC to report; or (b) SITA personnel detects issue	Airline User a/o SITA personnel
2	(a) NOC Agent obtains necessary information to process: airline, location, node #, nature of problem, HEAT ticket #, (b), proceed directly to step #4	MDAD NOC
3	MDAD NOC Agent contacts SITA to assign incident. SLA clock starts.	MDAD NOC
4	SITA Technician proceeds to location indicated	SITA Tech
5	SITA Technician troubleshoots	SITA Tech
6	SITA Technician restores service a/o escalates	SITA Tech
7	SITA Technician verifies service restoration with local airline staff	SITA Tech
8	SITA Technician closes out ticket with MDAD NOC	SITA Tech
9	SITA Technician logs ticket information	SITA Tech
10	If equipment swap is involved, SITA Tech updates inventory database	SITA Tech
11	Site administrator verifies ticket logs to verify inventory issues	SITA Site administrator
12	Site administrator verifies ticket logs to identify trends, known errors, or problems	SITA Site administrator

4.2 Incident Management – Level One Support Process Flow

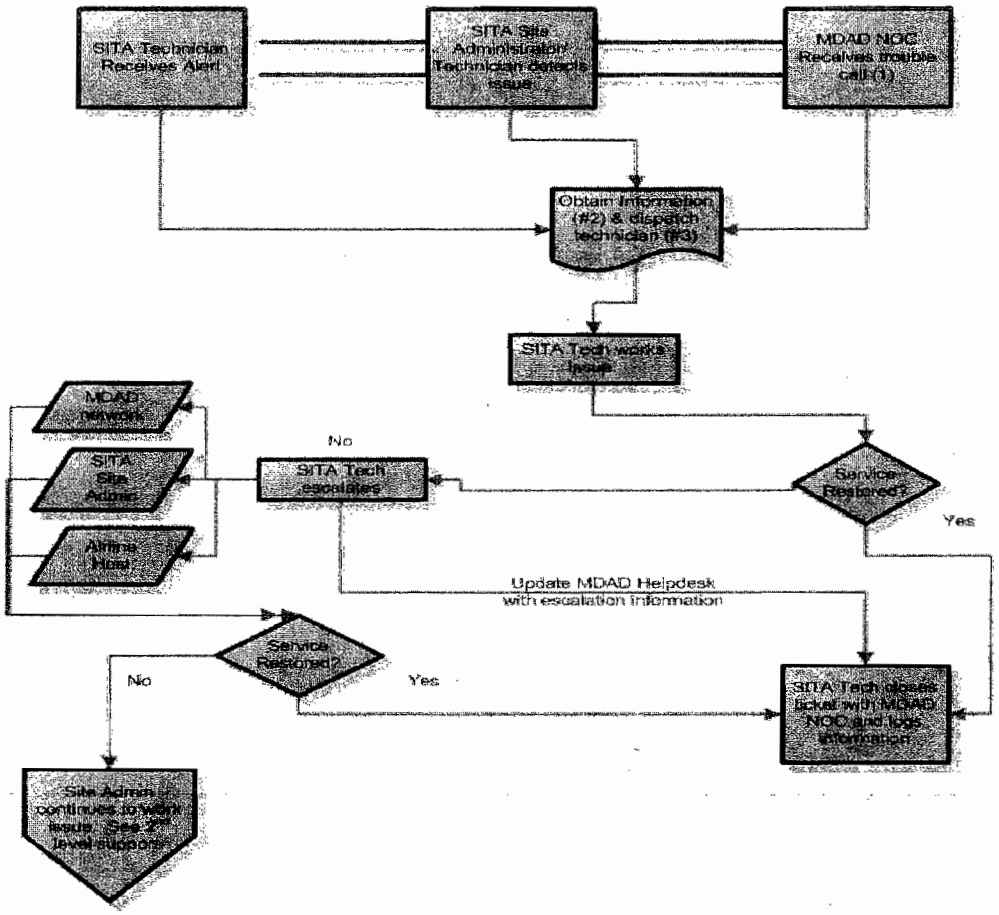


Figure 3 – *Level One Incident Management Process Flow*

4.3 Level One Support – Hardware Related Incident

4.3.1 Table of Activities:

1	Identify hardware fault and cannot correct immediately (paper jams, failed sensors, hard drive failure, etc.)	SITA Technician (Level 1 support)
2	Swaps out equipment from available spares	SITA Technician
3	Verifies service restoration with airline	SITA Technician
4	Closes out ticket with MDAD NOC	SITA Technician
5	Scans serial numbers of replaced and replacement parts to update inventory database	SITA Technician
6	Places details of equipment failure onto ticket placed on equipment in preparation for sending out for repairs	SITA Technician
7	Verify repair history of unit to flag potential manufacturing faults - IER printers for example – through IER Ticket Service Records (TSR)	SITA Site Administrator
8	If bag tag printer (BTP), ATB, or BGR (boarding gate reader) units show manufacturing or repair faults with repeated service failures, Site Administrator escalates to Operations Manager for correction with manufacturer	SITA Site Administrator
9	For other unit failures, orders replacement parts as needed for local repairs, or ships to manufacturer for warranty repairs if applicable	SITA Site Administrator

4.3.2 Level One Support – Hardware Related Incident Process Flow

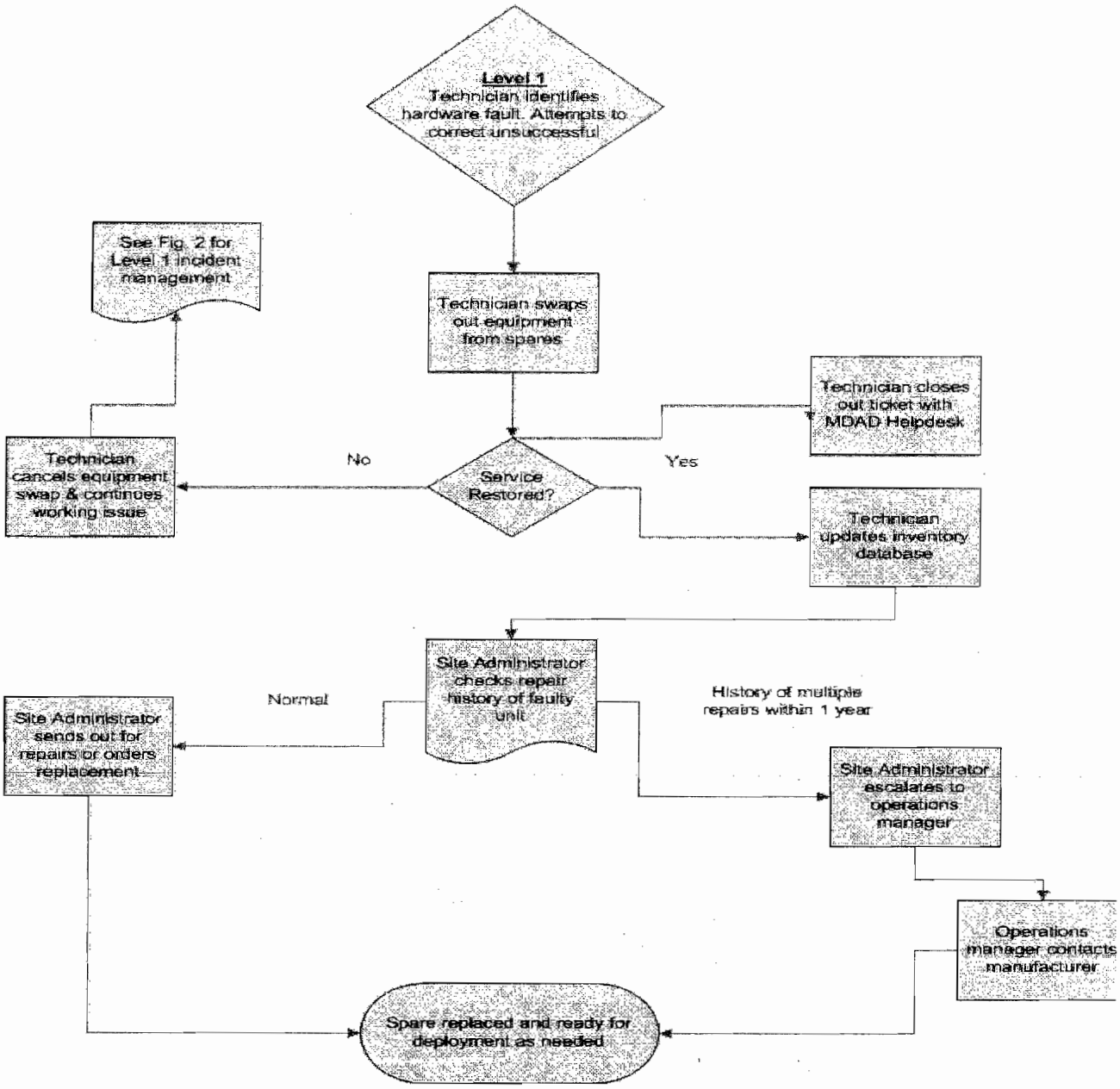


Figure 4 - *Hardware Related Incident Process Flow*

5. Incident Management – Level 2 support – Local resolver group

5.1 Table of Activities

1	Site administrator obtains incident and troubleshooting information from technician	Site administrator
2	Identify or confirm probable cause of incident and if only one airline is affected?	Site administrator
3	Verify connectivity to airline host from terminal (test VLAN99)	Site administrator
4	Troubleshoot core, circuits, gateways, APCN	Site administrator
5	Verify if host is experiencing outage, & escalate to host as necessary	Site administrator
6	Check network connectivity to core	Site administrator
7	Verify connectivity to airline host from DMZ (test VLAN139)	Site administrator
8	Verify connectivity to airline host from SITA CUTE core (VLAN5)	Site administrator
9	If #7 or 8 successful, but not #3, invoke support from MDAD PC group for firewall troubleshooting	Site administrator
10	As needed, verify airline TE configuration on server	Site administrator
11	If service restored, Site Administrator reassigns incident to SITA technician for airline validation	Site administrator
12	If service is not restored within 30 minutes, Site Administrator must escalate to Operations General Manager – administrative escalation	Site administrator
13	Site Administrator must escalate to MDAD, through MDAD NOC with information on nature of outage, troubleshooting activities, current status and expected time of restoration if known – administrative escalation	Site administrator
14	For technical escalation involving SITA AirportConnect core failures (software, switch, etc.), Site Administrator escalates to GSC for immediate assistance & break/fix activities for prompt service restoration	Site administrator
15	SITA Operations General Manager will escalate as needed to SITA Regional Vice-President if serious incident is not resolved within one hour – administrative escalation	SITA General Manager
16	As needed, SITA Regional Vice-President will assemble a crash team to coordinate all resources towards resolution	SITA Regional Vice-President
17	As serious incident continues, SITA General Manager will continue to update MDAD management and airline management on activities towards service restoration	SITA General Manager

12	SITA Technician validates service restoration with airline	SITA Technician
13	SITA Technician closes ticket with MDAD NOC	SITA Technician
14	SITA Technician logs ticket into database with details of resolution	SITA Technician
15	SITA Site Administrator verifies logs to identify potential parent problem to set of incidents	Site administrator
16	If problem detected Site Administrator opens RFA with SITA Enterprise Operations to resolve underlying fault	Site administrator
17	Site Administrator coordinates efforts invoked by RFA to resolution of problem	Site administrator

5.2 Airline Hosts and Contacts

Airline	Host / Contact	Phone
JM, UP, VH, AR, BW, KX	Sabre Multihost	(800) 727-6827
AA	Sabre	800.237.6115
HP, US	EDS	800.741.0329
MX, AM, CM	LTP Shares	888.435.7413
UA		847.700.5800
NW		800.328.2283
AirTran – FL		800.965.2107
AC		866.274.5444
AF		212.830.4396
BA		877.285.6820
IB		800.772.4642
TAM – JJ	Robson Santos	305.298.4841
Maestro	SITA LDCS – Lee Huntley	770.612.4821

5.3 Incident Management – Level 2 Support Process Flow

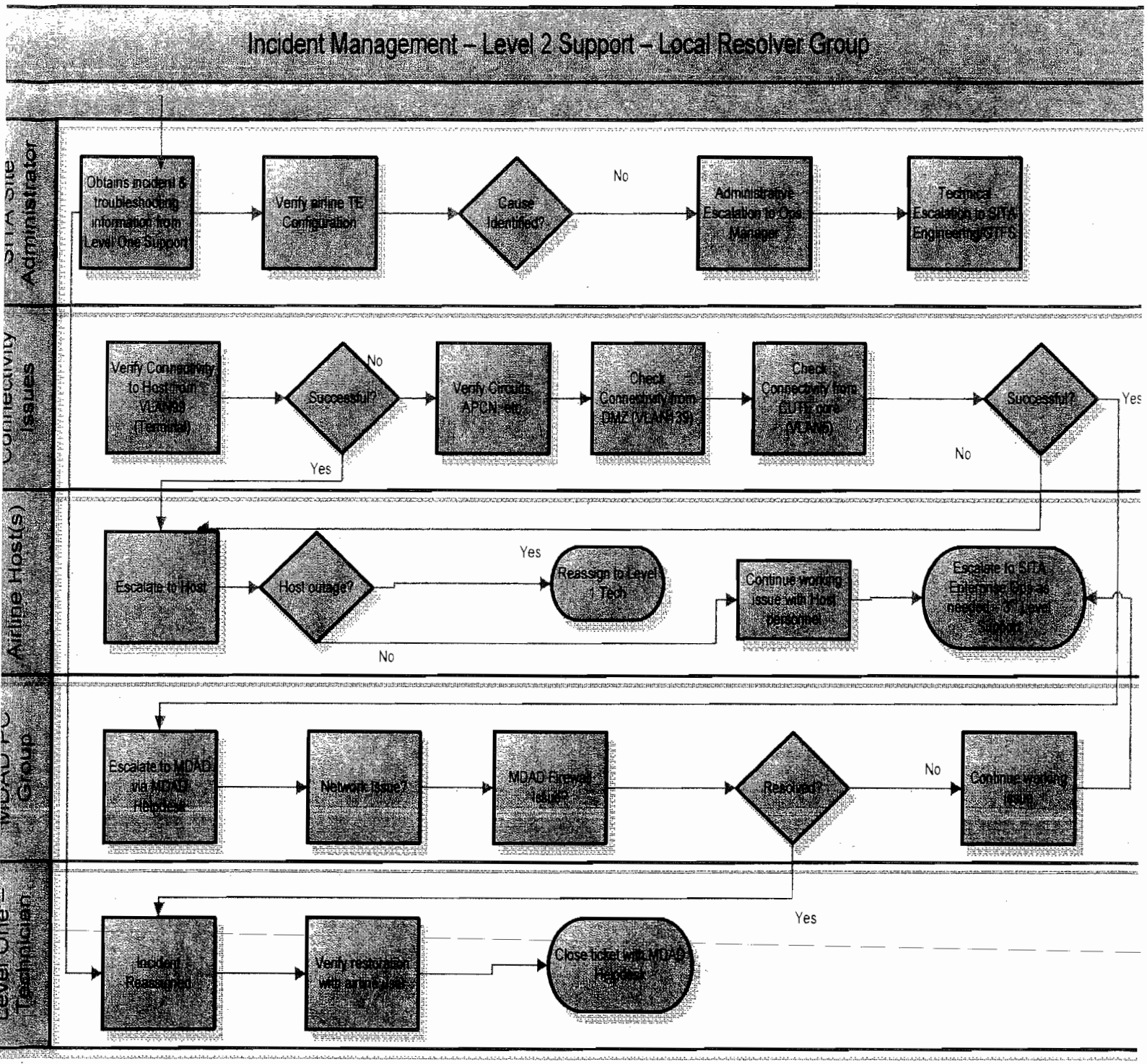


Figure 5 – *Level 2 Incident Management*

6. Incident Management – Third Level Support – SITA Enterprise Operations

6.1 Table of Activities

1	SITA Site Administrator opens RFA and enters issue onto MIA Issues List for MDAD information purposes.	SITA Site Administrator
2	SITA Enterprise Operations Resolver will pick up RFA within 24 hours **Note – All RFAs issued to resolve a mission-critical incident are considered emergencies, and have accelerated timeframes.**	SITA ENTERPRISE OPERATIONS
3	Once RFA is assigned, Enterprise Operations Resolver will search the database to see if any similar incident exist and will provide known solution to site immediately.	Enterprise Ops.
4	Once RFA is assigned, Enterprise Operations Resolver will prioritize it into: a. Regular/Urgent RFA: 3 – 6 days: **Note – All RFAs issued to resolve a mission-critical incident are considered emergencies, and have accelerated timeframes.** b. Extended RFA: 30 days (needs further investigation, research) – See Problem Management c. Escalated RFA: 90 days (incidents escalated to different department) – See Problem Management	Enterprise Ops.
5	Resolver will receive all relevant configuration files for analysis	Site Admin Enterprise Ops.
6	Resolver will compare files with known-working configurations in the lab and analyze differences.	Enterprise Ops.
7	Advise site administrator to rectify any misconfiguration detected after reviewing files	Enterprise Ops. Site Admin
8	If issue not resolved, attempt to duplicate issue in lab	Enterprise Ops.
9	If issue is duplicated, escalate to QA for further resolution with developer ->See Problem Management	Enterprise Ops.
10	If issue cannot be duplicated, Resolver will use remote management tools to monitor issue.	Enterprise Ops.
11	Escalate to 30-day resolution for development as needed -> See Problem Management	Enterprise Ops.
12	Issue instructions to Site Administrator to implement solution, fix or patch as required -> See Problem Management	Enterprise Ops.
13	Site Administrator to implement and confirm solution valid	Site Admin
14	RFA closed	Enterprise Ops.
15	Site Administrator to monitor issue for next 2 weeks to ensure solution has fully addressed problem.	Site Admin
16	Site Administrator will update & close issue on issues list.	Site Admin

6.2 RFA Process Flow

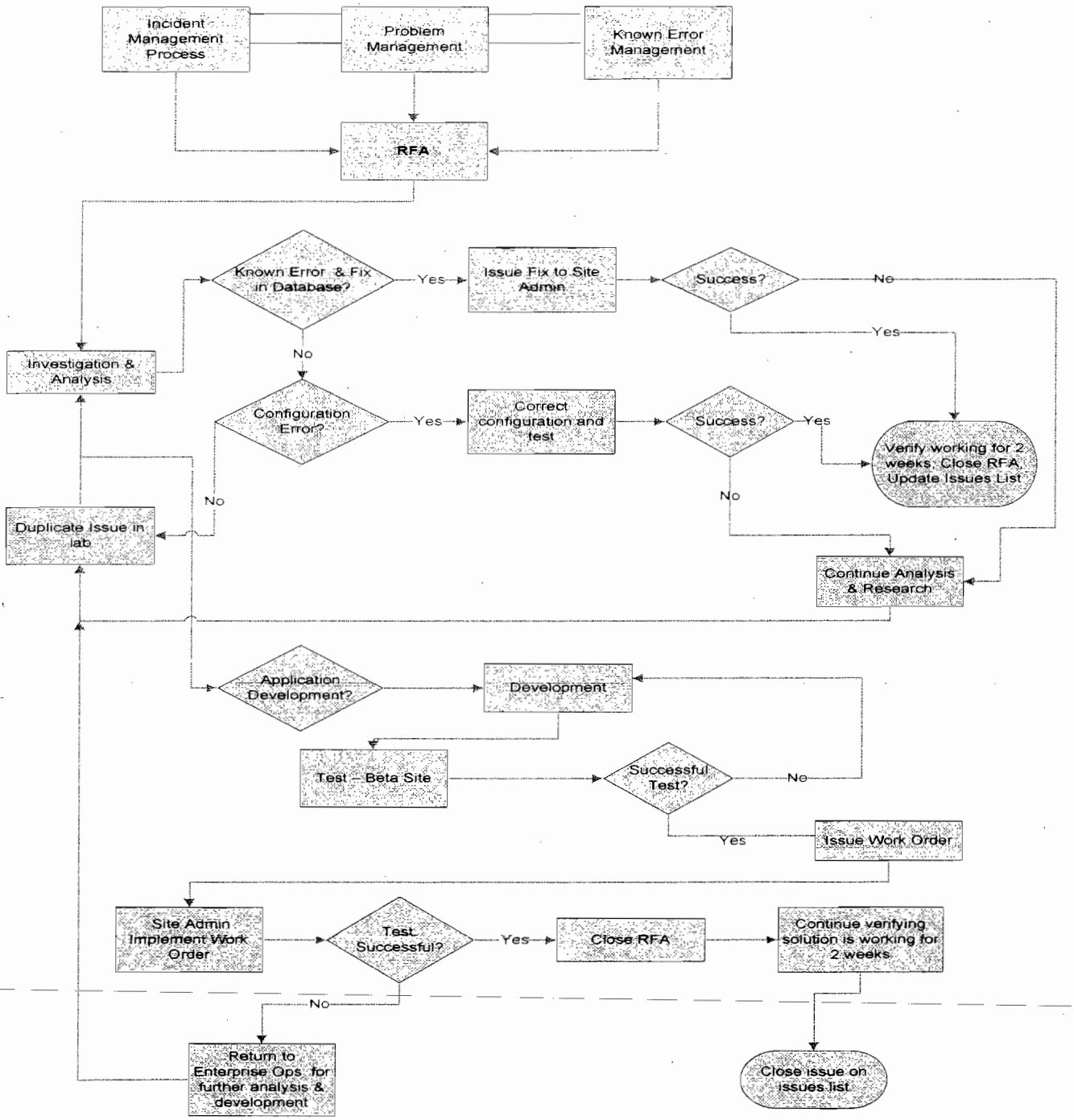


Figure 6 – *RFA Process*

PROBLEM MANAGEMENT

This section provides descriptive material and process flows specific to Problem Management for Airport Connect in Miami including:

- *Overview*
- *Tasks*
- *Problem Management Process Flow*
- *Controls*
- *In-Scope Activities*

1. Overview

A **Problem** is defined as any deviation from an expected norm. That is, a problem is any event resulting in a loss or potential loss of the availability or performance to a managed IT resource and / or its supporting environment. This includes errors related to systems, networks, workstations and their connectivity; hardware, software, and applications. The recognition of problems can come from any point in the environment and can be identified using a variety of automated and non-automated methods.

In the MIA environment, the majority of problems identified tend to be software-related, specifically configuration of airline applications within the AirportConnect CUTE system. Problem management is often referred to as Third Level support and usually involves SITA's Enterprise Operations. This support is invoked by the Site Administrators when their analyses of incidents point to a problem or a known error.

Managed resources include, but are not limited to:

- Hardware (CPU, servers, workstations and peripherals, network components, configurations)
- System Software (for example, operating systems, subsystems, server and workstation operating systems)
- Application software / Enabling applications
- Middleware (gateways)

2. Incident Management vs. Problem Management

Problem Management differs from Incident Management in that its main goal is the detection of the underlying causes of an Incident and their subsequent resolution and prevention. In many situations this goal can be in direct conflict with the goals of Incident Management where the aim is to restore the service to the Customer as quickly as possible, often through a Work-around, rather than through the determination of a permanent resolution (for example, by searching for structural improvements in the IT infrastructure, in order to prevent as many future Incidents as possible). In this respect, therefore, the speed with which a resolution is found is only of secondary (albeit still of significant) importance. Investigation of the underlying Problem can require some time and can thus delay the restoration of service, causing downtime but preventing recurrence.

3. Problem Control

The Problem control process is concerned with handling Problems in an efficient and effective way. The aim of Problem control is to identify the root cause, such as airline TE configuration faults or network issues, and to provide MDAD IT Dept. information and advice on the work-arounds when available. This information is updated and reviewed regularly (MIA Issues List).

The process of Problem control is very similar to, and highly dependent on, the quality of the Incident control process. Incident control focuses on resolving Incidents and can provide work-arounds and temporary fixes for specific Incidents. If a Problem is identified for an Incident or a group of Incidents, available work-arounds and temporary fixes are investigated by the Site Administrators for possible implementation at MIA.

Because Problem control is concerned with preventing the recurrence of Incidents, the process is subject to an approach that is carefully managed and planned. The degree of management and planning required is greater than that needed for Incident control, where the objective is restoration of normal service as quickly as possible. Priority should be given to the resolution of Problems that can cause serious business disruption.

Activities recognized in Problem control are:

- Problem identification and recording
- Problem classification
- Problem investigation and diagnosis

4. Known Error Control

Error control covers the processes involved in progressing Known Errors until they are eliminated by the successful implementation of a Change under the control of the Change Management process. The objective of error control is to be aware of errors, to monitor them and to eliminate them when feasible and cost-justifiable.

Error controls bridges the development (including applications development, enhancement and maintenance) and live environments. Software errors introduced during the development phase can affect live operations; therefore, Known Errors identified in the development or maintenance environment should be handed over to the live environment.

Activities recognized in error control are:

- error identification and recording
- error assessment
- recording error resolution
- error closure
- monitoring Problem and error resolution progress

In practice, each of these processes of Problem Management requires careful management and control. Different operational objectives apply during each of these control processes.

5. Proactive Problem Management

Proactive Problem Management covers the activities aimed at identifying and resolving Problems before Incidents occur. These activities are:

- trend analysis of daily trouble ticket calls
- targeting support action
- providing information to MDAD IT Dept.

5.1 Problem Management Process Flow

The following shows the MIA problem management process, working in conjunction with various SITA processes and services (application development, change management, etc.)

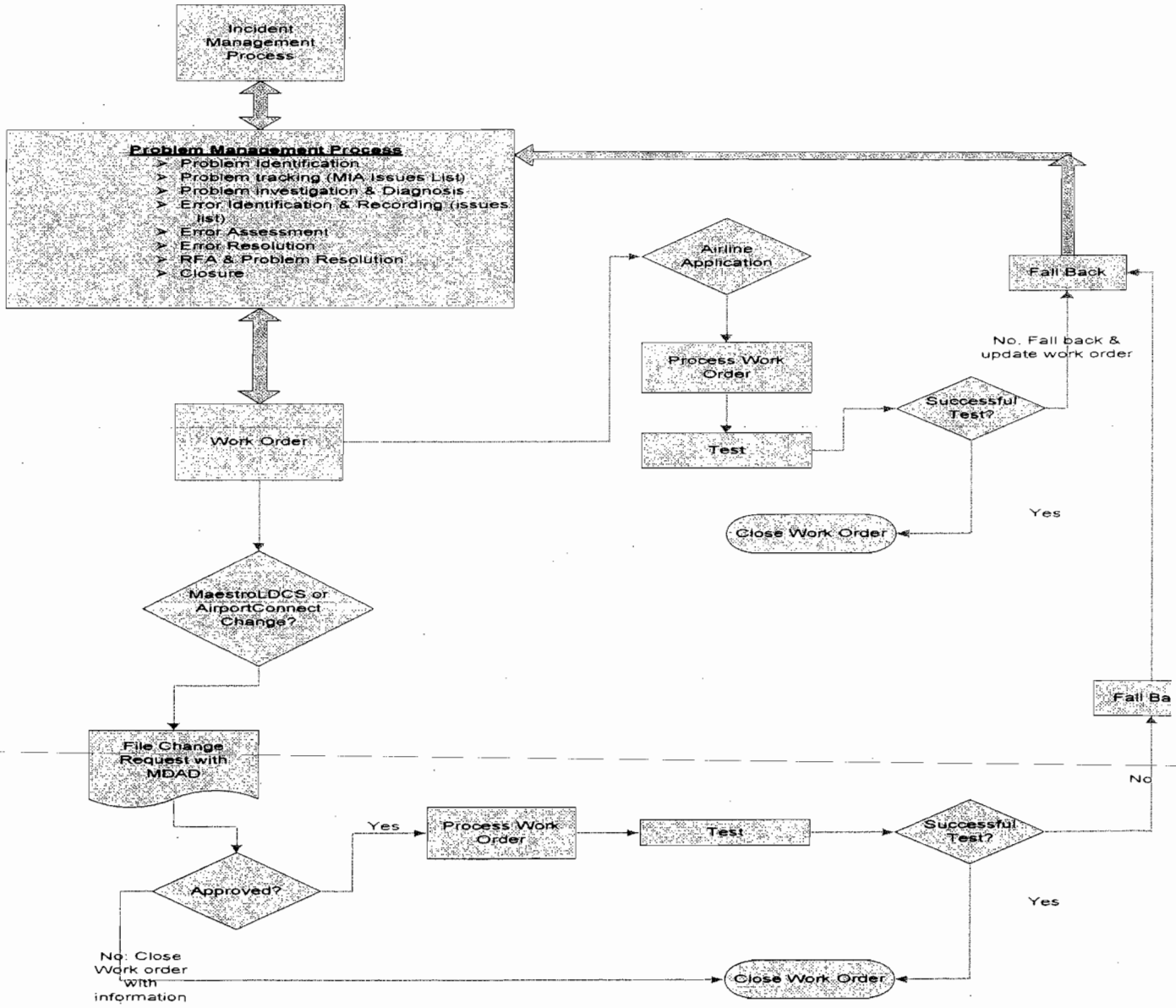


Figure 7 – *Problem Management Process Flow*

5.2 Controls

There is a backout mechanism for every problem solution. This mechanism is prepared in advance by the site administrators prior to implementing any changes. Preparation may include:

- Planning a sound method by which, if all else fails, service may be restored to previous existing levels.
- Pre-advisory to all users of contemplated changes and maintenance window times during which change is implemented;
- Testing plan to ensure change implemented does provide expected solution. Schedule tests with airline users as needed;

6. In-Scope Activities

Problem Management Activity	Assigned to Group
• Problem identification and recording	Local Resolver Group: Site Administrators a/o Technician group
• Problem classification - Priority from impact and urgency analysis	
• Perform problem investigation and diagnosis	
• Perform root cause analysis / problem source identification	
• Invoke proper problem resolution resources	
• Track Problems through resolution	
• Follow-up for resolution status & document actions taken for support groups outside of SITA	
• Dispatch internal resolvers (technicians)	
• Provide status updates to technicians	
• Problem resolution & closure	
• Obtain concurrence for problem resolution (where applicable)	
• Perform problem analysis, trending and reporting	
• Problem resolution	SITA Site Administrators
• Establish backup and recovery processes procedures	
• Define indicators to monitor	
• Define escalation processes	
• Define alert/paging processes and procedures	
• Install diagnostic equipment such as sniffers	
• Perform problem investigation and diagnosis	
• Problem resolution	Enterprise Operations
• All activities for WAN-related Problems (SITA "cloud")	GCSC London
• Establish backup and recovery processes and procedures	SITA Site Admins
• Invoke proper problem resolution resources	SITA Site Admins
• Support for customer specific application software (for example, terminal emulators [TEs])	

Problem Management Activity	Assigned to Group
• Perform problem investigation and diagnosis	SITA Site Admins
• Problem source identification (root cause analysis)	
• Problem resolution	
• Apply emergency software fixes	

CHANGE MANAGEMENT

This section describes the following:

- *Overview*
- *Move/Add/Change*
- *SLAs*
- *MAC Process Flow*
- *Airline Application Change – Work order process*
- *AirportConnect Application Change*
- *MaestroLDCS Application Change*

1. Overview

SITA's policies and processes concerning change and release management at MIA must fit within the framework of MDAD's own policies. For the MIA-based SITA staff, change management includes:

- Responses to a Move/Add/Change (MAC) request for equipment;
- Updates to airline applications through the work order process;
- Updates to the AirportConnect platform, such as operating system updates, bug fixes, etc.
- Updates to the MaestroLDCS application, such as bug fixes, government-mandated software updates, etc.
- Airline configuration changes to reflect peripherals usage
- Workstation node names changes
- Changes to workstation image
- Changes to spare equipment quantities

While MDAD recognizes that airline application updates may have to be urgently addressed to prevent business disruption, it is a requirement that all other changes be documented and submitted for approval to MDAD.

SITA Site Administrators are responsible for coordinating all activities outlined above.

2. Move / Add / Change (MAC)

Airlines may request additional peripherals or workstations, as well as additional back office workstations. All such requests must be rerouted to MDAD for authorization. More frequently, MDAD may decide to install additional workstations or convert some proprietary airline counters to using the CUTE system. These activities are managed by the Site Administrators, who will coordinate as necessary. However, in the event the request is for installation of more than 15 workstations, the MIA project manager will manage the installation and coordinate with the site administrators.

2.1 MAC Table of Activities

1	Verify network and power connectivity at given location;	SITA Site Administrators
2	Verify millwork is set up to accept CUTE equipment	Site Admins
3	Obtain equipment, configure, and tag for asset management database; Note: If equipment is not available at MIA storage, contact project manager to order as needed.	Site Admins
4	If new airline, verify connectivity to host, installation of application and testing	Site Admins
5	Coordinate with MDAD & airline date & time of install (janitorial help clearing out millwork, airline personnel to remove proprietary equipment, etc.)	Site Admins
6	Assign installation of equipment to technicians and check back on progress	Site Admins
7	Coordinate with airline supervisory staff for user testing as needed	Site Admins
8	Update asset management database	Site Admins
9	Confirm to MDAD installation, move, etc. is complete	Site Admins
10	Obtain MDAD certificate of acceptance for new equipment	Site Admins

ACCEPTANCE CERTIFICATE

Date:	27 JANUARY 2006 - CA#4
Project Name:	Common Use Terminal Equipment - CUTE
Project No.:	I113A
SOV Line No.:	Various
Contractor Name:	SITA

Equipment

	Please see equipment details attached
Description:	Okidata Document Printers (DCP) - Total: 23
	IBM Keyboards (KEY) - Total: 331
	RTE Document Readers (MSR) - Total: 38
	IBM Flat Panel Displays (VDU) - Total: 64
	IBM Workstations (WKS): Total: 56
	IER Boarding Pass Printers (ATB): Total: 39
	IER Boarding Gate Readers (BGR): Total: 26
	IER Bagtag Printer (BTP): Total: 20

Inspection

Procedure:	Test Procedures for Workstations & Peripheral communication Test
Result:	Passed per Acceptance Test Result Document
Comment:	Met specification requirements and operational at final location

Recommended by — **Date**

MDAD Project Mgr:	[signature]	1-30-06

Approved by

MDAD IS&T Manager	[signature]	1/31/06

Distribution

Supplier Project Mgr:	Leila S. Gaines
Project Mgr:	Rick Kautz
MDAD Inspector:	Tania Dip
MDAD IS&T Mgr:	Maurice Jenkins
HNTB:	Peter Gordo
Document Control:	

Figure 8 – *MDAD Certificate of Acceptance*

2.2 SLAs

Contractual SLAs for MACs are as follows:

WORK REQUEST	COMPLETION DURATION
Addition of Common Use Workstations, Back Office, Printers, Baggage Interface Systems, etc. if applicable	Completed and fully operational within a maximum of 3 days of request being made by User for quantities of 5 or less. In the event equipment is not in stock, orders shall be completed and fully operational within a maximum of the following lead times: 30 days for PCs and DCPs 60 days for ATB, BTP, BGR 60 days for MCR/OCR For order where there is equipment in inventory, the equipment shall be installed and operational within 5 working days from receipt of ticket.
Relocation of Common Use Workstations, Back Office, Printers, Baggage Interface Systems, etc. applicable	Completed and fully operational within a maximum of 3 days of request being made by User for quantities of 8 or less where a Network Node is already available. In all other cases the relocation shall be completed and fully operational within a maximum of 23 days of request from User.
Removal of Common Use Workstations, Back Office, Printers, Baggage Interface Systems, etc. if applicable	Completed within a maximum of 2 days of request being made by User for quantities of 8 or less

2.3 MAC Process Flow:

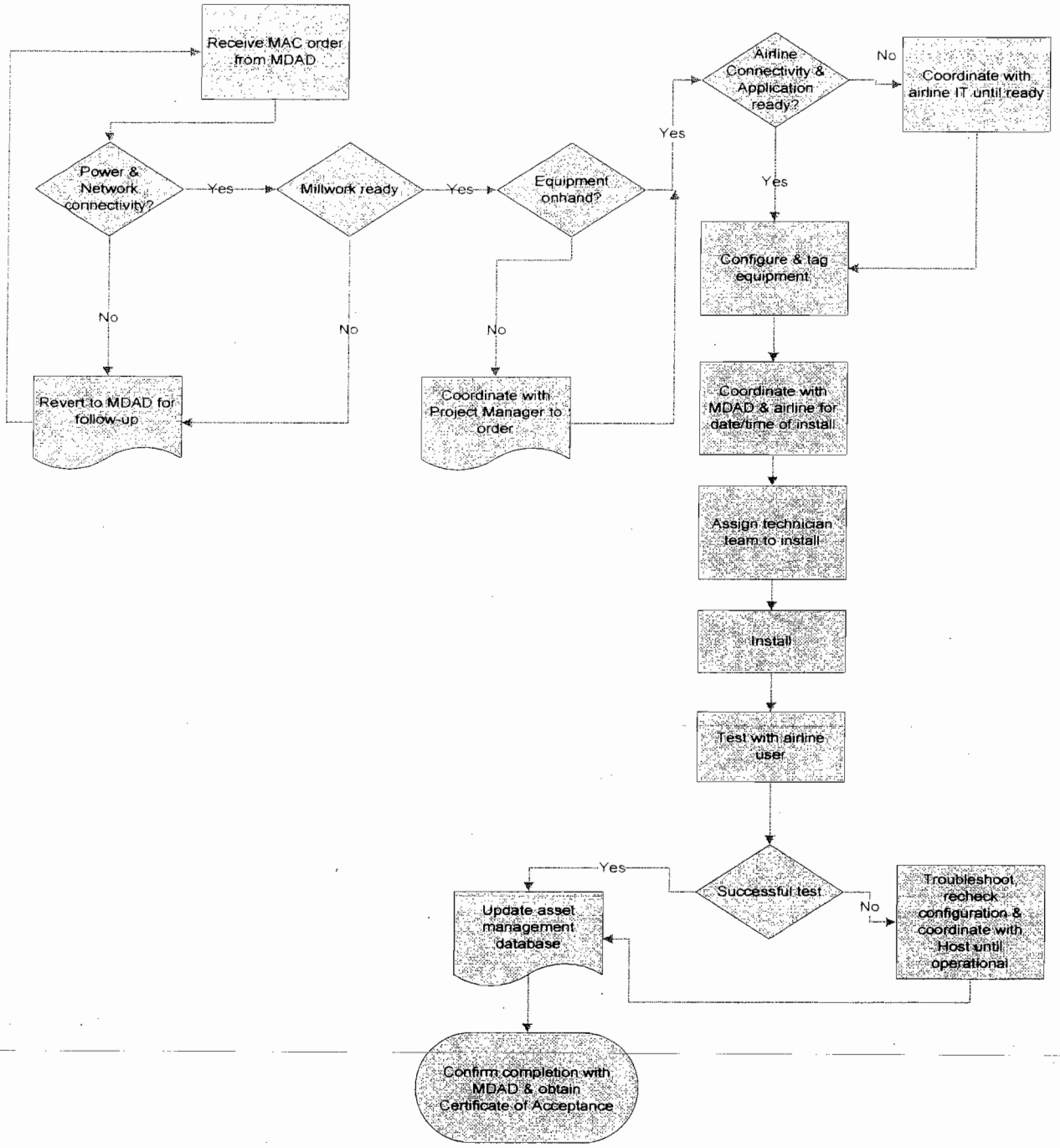


Figure 9 – *MAC Process*

3. Airline Application Changes – Work Order Process

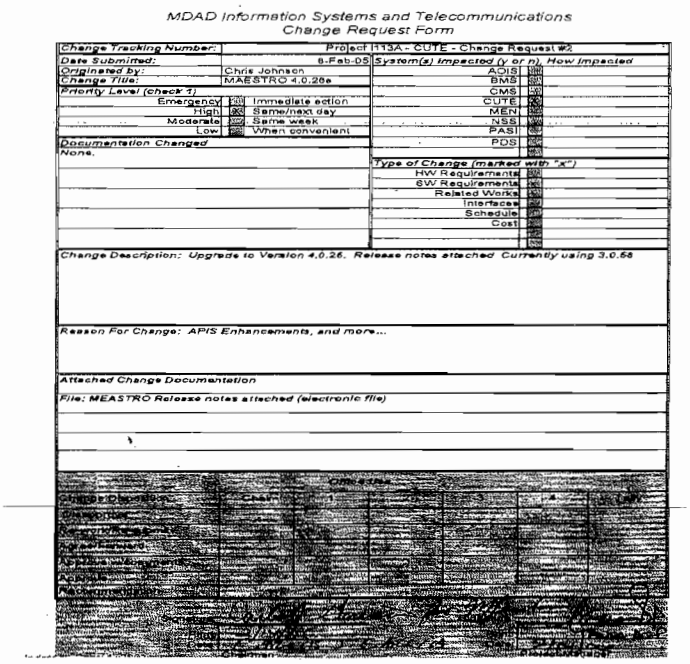
All airline application changes to be loaded onto MDAD's AirportConnect CUTE system must be certified by SITA prior to installation onto MIA's system. Therefore, no application is loaded or updated unless a work order is issued by SITA to the MIA site administrators.

The Site Administrators will receive an e-mail message with information on the work order to obtain from the Site Administrators Web server. All work orders have a due date, usually requested by airline customers, by which the new software must be installed, tested and ready for airline use.

Control of the work orders rests with SITA's TFS (Technical Field Services) who ensure airline applications are updated as required at each site within the timeframes established by the airline. Often the airline will have a representative dispatched on the day of implementation to ensure a smooth transition for their MIA operation. The Site Administrator will coordinate with that representative closely before and during the change and work with him/her to test the update.

4. Changes to AirportConnect CUTE platform

Occasional updates to the AirportConnect software may be necessary. These could result from problem management, known error management, the RFA process, or operating system updates by Microsoft. Under no circumstances can any such change be implemented prior to MDAD approval. When the work order message arrives, the site administrator will compile the release notes, as well as the fallback information and all other information pertaining to the requested change. This will be included in the Change Request form to be filed with MDAD.



MDAD Information Systems and Telecommunications
Change Request Form

Change Tracking Number:	Project H13A - CUTE - Change Request #2		
Date Submitted:	8-Feb-05	System(s) Impacted (y or n):	How Impacted
Originated by:	Chris Johnson	ADIS	
Change Title:	MAESTRO 4.0.26a	BMS	
Priority Level (check 1)		CMS	
Emergency	Immediate action	CUTE	X
High	Same/next day	MEN	
Moderate	Same week	NSS	
Low	When convenient	PASI	
Documentation Changed		PDS	
None.		Type of Change (marked with "x")	
		HW Requirements	
		SW Requirements	
		Related Works	
		Interfaces	
		Schedule	
		Cost	

Change Description: Upgrade to Version 4.0.26. Release notes attached. Currently using 3.0.58

Reason For Change: APIS Enhancements, and more...

Attached Change Documentation

File: MEASTRO Release notes attached (electronic file)

Figure 10 – *Change Request Form*

Once approval has been obtained, as shown on Fig. 10, SITA Site Administrators will identify a maintenance window during which the change can be implemented without business disruption. The accepted maintenance window for the network and CUTE systems at MDAD is generally between 1:00 AM and 3:00 AM daily.

The work order will be implemented during the maintenance window. Site Administrators will test the system and close the work order with comments as required.

5. Changes to MaestroLDCS Software

Maestro is in use by over 11 airlines at MIA and is an important part of SITA's offering to MDAD and its customer airlines. Occasional updates may be necessary such as fixes for known errors, new APIS governmental regulations compliance, etc. No changes to Maestro may be implemented without prior approval of MDAD. The request process is similar to section 4, with special emphasis on fallback plans to prevent business disruptions. Once approval is received, the site administrators will identify a maintenance window during which Maestro is not in use. They will send an e-mail advisory to the users of the system to explain the changes to the software and the time and date at which the changes will take place. They will do all possible to obtain personnel from the airlines to test the update as soon after the change as possible, and before the affected airline has an actual flight to process. A follow-up message will be sent after implementation and testing to the various airlines to outline the status of the change, the software changes and their effect on the airline user, and any other relevant information concerning the change.

6. Software Change – Table of Activities

1	Send Work Order to Site Administrator	SITA Enterprise Operations
2	Site Administrator to verify software version, application details, etc.	Site Admin
3	If airline application, implement work order during non-operational timeframe	Site Admin
4	If change to AirportConnect CUTE platform, operating system, or MaestroLDCS, compile all release notes, fallback information and file Request for Change with MDAD	Site Admin
5	Once change request is approved, identify maintenance window for implementing change	Site Admin
6	If change to MaestroLDCS, send e-mail to all airline user outlining nature of change, time and date of change.	Site Admin
7	Implement Change	Site Admin
8	Test change. If airline application, test with airline personnel. If Maestro, test with each airline user.	Site Admin
9	If test successful, close work order.	Site Admin
10	If test not successful, apply fallback procedures, inform MDAD and Enterprise Operations	Site Admin

6.1 Software Change Process Flow

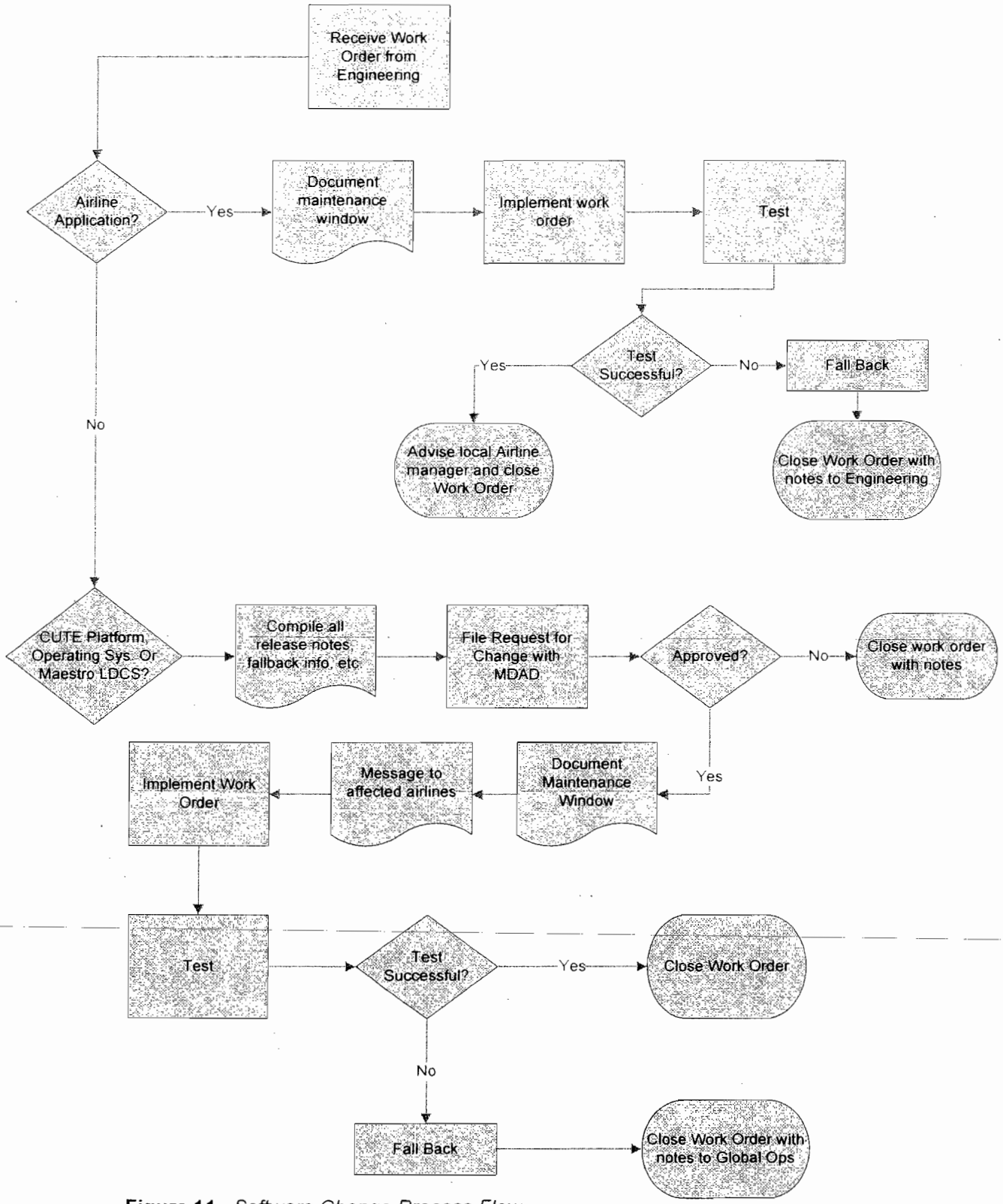


Figure 11– *Software Change Process Flow*

6.2 Exceptions

While MDAD requires pre-approval of platform changes or changes to MaestroLDCS, there may be occasions when emergency changes will be required to prevent business disruption. As the function of SITA at MIA is to maintain a working environment for MIA's client airlines, some exceptions may be contemplated. In all such cases, the site administrator will contact the SITA General Manager who in turn will call in to appropriate MDAD IT management personnel with the information. The change request will be filed after the implementation to maintain a written record of all change activities with MDAD.

It is the responsibility of the site administrators to identify such exceptions and to communicate their urgency to the SITA General Manager. At the same time, it is their responsibility to recognize these exceptions must be rare and used only for the purpose of preventing business disruption.

ASSET MANAGEMENT

This section provides the following information relating to Asset Management:

Overview

In-Scope Activities

Out-of-Scope

Methodology

Spares

1. Overview

1.1 Objectives & Scope

SITA is responsible for maintaining an asset management database for MDAD for all CUTE equipment, and must present an updated accurate inventory report to MDAD on a quarterly basis. Asset management also includes information on the state of the equipment, which is collected during the monthly preventive maintenance.

1.2 Receiving & Tagging Assets

Maintaining a positive identification of assets is the primary purpose of tagging. Tagging is a two-step process for SITA personnel. First, the location ID tag must be placed at each location, then each asset is tagged and linked to that location. Lastly, MDAD also places asset tags on some of its equipment, and that asset tag information is to be included on the quarterly report to MDAD.

Aid in the periodic physical inventory.

Control the location of all physical assets

Aid in maintenance of fixed assets

It will be the responsibility of the site-administrator to follow up and to ensure that an asset tag has been assigned to each IT asset (new *and* existing).

A Wall-to-Wall inventory of all *existing* CUTE Assets must be performed quarterly to ensure the accuracy of the MDAD inventory report.

1.3 Triggers for Updating Asset Information

Updates to on-site Asset information can result from the following activities:

Incident and Problem Resolution

Shipping asset to manufacturer for repairs/replacement (decommissioning asset)

MACs

1.4 Asset Changes Requiring Database Updates

The following Asset Management activities Asset require updates to Asset information (i.e. the Asset Management database requires an update):

Adding an Asset ID tag to new equipment Adding an Asset ID tag to existing equipment. This activity should be part of a standard Wall-to-Wall process. In the event that on-site personnel must add a tag to existing equipment or hardware, they must alert the local Asset and Inventory manager before proceeding. When updating the Asset data, the Asset ID (tag) is required along with the manufacturer, model and serial number.

Changing the status of an Asset (for example, during break/fix activities a defective Asset is swapped out for a functional Asset. The status of the defective Asset must be updated to reflect it is now out of service and "in repair". The status of the second Asset must now refelct that it is "in service". Once the defective Asset has been repaired, another status change is required to reflect that the Asset is now "available" for use/installation).

Retirement of an Asset as a result of the following activities:

- Preventive Maintenance
- Break/Fix resulting in determination that the Asset is not repairable

2. In-Scope Activities

Maintain accurate inventory database

Maintenance history of specific assets

Tagging all assets

2.1 Configuration Management

The following Configuration Management activities are assigned to the **Site Admin**:

- Maintain records of hardware and software assets, configuration and associated resources
- Update configuration management database ensuring capture of changes
- Receive new equipment and software
- Data scrub and validation duplicate
- Move hardware and software titles
- Install and roll-out assets to intended locations
- Move/add/change or technology refresh of in scope assets
- Asset retirement
- Inventory capture for asset base integrity
- Ensure all technicians enter appropriate asset tag information with trouble ticket information.

3. Out-of-Scope

The following functional activity groups are out-of-scope:

- Order Processing
- Financial Management
- Technology Procurement (not performed on the customer's behalf)

4. Methodology

SITA Technicians have PDAs equipped with a barcode scanner to obtain information off the tags on each location and asset. The PDA has a proprietary application that audits each asset and its location as the technicians perform their normal service calls during the day. This audit also takes place during the preventive maintenance work performed monthly for each position. The PDA synchs up the main database with the daily information, allowing SITA to track each asset.

5. Spares

The spares quantities are determined by MDAD, and are to be used only for break/fix activities during incident management. For MAC requests, new equipment is to be obtained to accommodate the requests.

BAGMESSAGE

This section provides the following information:

- *BagMessage Overview*
- *BagMessage Support Model*
- *Standard BagMessage SLAs*
- *Message Communication Paths*

1. System Overview

Directing a passenger's baggage to the proper aircraft within a limited timeframe is one of the critical components that affect customer service. In addition, the industry is faced with a variety of wider issues such as an increase in the number of bags transported and interlined, shorter aircraft turn-around times, heightened security and pressures to reduce costs.

For a bag to be transported from check-in to aircraft, to its final destination, an airline's departure control system (DCS) must communicate with local baggage handling and reconciliation systems. This results in millions of messages being sent globally between multiple DCSs and baggage systems daily.

SITA has developed a message distribution solution to simplify the process, and reduce the number of communications connections that each airline and airport requires.

BagMessage enables airport baggage systems to communicate with an unlimited number of airline DCSs through a single, high speed, fault tolerant connection. This connection provides a secure communications platform upon which baggage sortation and reconciliation systems can operate. BagMessage eliminates the need for multiple baggage system interfaces and the accompanying software development, communication circuits and support, associated with each one.

2. BagMessage Support Model

2.1 The Service Model

- Provide a fast, reliable and customer oriented support to all BagMessage Users.
- Create a single point of contact for all customers and end-users.
- Enable SITA to collect statistics based on the type of calls received. This data will assist in studying and improving the product's overall service.
- The MIA SITA site administrators will facilitate communications to the Single Point of Contact (SPOC), as well as keep track of opened tickets.

2.2 First Level Support: Global Support Center

Role:

- Single point-of-contact (SPOC)

Activities:

- Provides first response
- Provides basic diagnosis
- Ensures incident management
- Direct escalation to 2nd level support when required

2.2.1 First Level Support Process

The MIA SITA site administrators can facilitate communications with the GSC. However, if the Baggage Handling system operators detect anomalies, they too can open a ticket directly with SITA's GSC, using the following simple steps:

2.2.1.1 Contact GSC: +1 514 282 5221
2.2.1.2 Advise that this is a BagMessage issue
2.2.1.3 Contact Number & Name
2.2.1.4 Site/Terminal
2.2.1.5 Customer Business - Airline/Airport/Baggage System Provider
2.2.1.6 Flight Number(s) affected (if applicable)
- One flight
- One Airline
- Group of Airlines
- All Flights

2.2.1.7 Baggage Tag Number(s) (if applicable)
2.2.1.8 Error codes reported on system (if any)

2.3 Second Level Support: London Baggage Operations Support Center

Role:

- Operational and Technical support specialists for diagnosis and assistance for Baggage Issues.

Activities:

- Provides proactive monitoring
- Reactive Support

2.3.1 Roles & Responsibilities:

- Provide adequate personnel for 24 x 7 x 365 cover

- Pro-actively monitor all BagMessage system connections
- Assist Customers with new/existing service issues
- Recommend Service Improvements
- Provide fault resolution
- Issue regular advisories for incident updates and closure
- Provide Root Cause Analysis (RCAs) when required
- Close out incidents with the GSC
- Perform essential system maintenance/housekeeping
- Implement any platform configuration changes

2.4 Third Level: Development and Engineering Services

Role:

- Ensures application and platform based development support

Activities:

- Provides Service Patches, Product and Version Release, Bug Fixing

2.4.1 Roles & Responsibilities:

- Resolve application issues
- Maintain software version control
- Maintain current test platform
- Develop and test in lab environment
- Fully document software changes/enhancements
- Deliver future versions of software

3. Standard BagMessage SLAs

3.1.1 SITA responsibilities:

- Operate the BagMessage Platform Infrastructure as per the Service Level in this SLA
- Provide a mechanism for Outage and Fault reporting
- Proactively monitor the Availability of the BagMessage Service
- Diagnose the causes of all Outages
- Resolve Outages caused by SITA
- If SITA is made aware of any problem that is affecting the BagMessage Service but which is not caused by failure of any component of BagMessage Platform Infrastructure, then SITA shall notify the appropriate party (ies) so that such problems may be promptly resolved by the appropriate party(ies)
- Provide a means of escalation and where an Outage exceeds, or is likely to exceed the period defined in the Service Level, notify appropriate local contacts

- Perform change management including:
    - Ensuring a mechanism exists for processing change requests
    - Keeping and reporting a detailed record of every change including description, time and duration; to be made available to Customers upon request
    - Ensuring Planned Changes, which require an Infrastructure Outage, are agreed with the Customer and are performed on agreed dates and so as to minimize impact on the Customer's operation
    - Agree with the Customer a timetable of Planned Changes by SITA which require work by the Customer
- Submit monthly performance reports to the Customer.
- Review the telecommunication circuit bandwidth requirements from time to time and recommend to the Customer changes to maintain sufficient bandwidth for the volume of traffic.

3.1.2 Customer Responsibilities:

- Work with SITA to establish a timetable for Planned Changes
- Supply SITA with local Customer and User contact details and inform SITA of any changes to those contact details
- Submit detail to SITA relating to additions or deletions of airlines / handling agents wishing to make use of the BagMessage Service.

3.1.3 Exclusions:

SITA shall not be responsible for the correct functioning of the airline DCS (Departure Control System), Customer baggage system(s) or any hardware, software or communication network that does not constitute part of the BagMessage Platform Infrastructure.

The content of all messages is the responsibility of the sender and SITA shall not be responsible for the content of any such messages distributed by the BagMessage service. Any failure of the Customer baggage system to deal with messages shall not be the responsibility of SITA.

SITA shall not be responsible if the BagMessage fails to meet performance norms set forth in this SLA due to the acts or omissions or non-compliance of the Telecommunications Authority, or due to the failure of any hardware, software, systems or equipment over which SITA has no control; including any hardware, software, systems or equipment under the Customer's control.

3.2 Performance Levels

The following Performance Levels apply to all Outages, excluding Outages caused by factors outside the control of SITA.

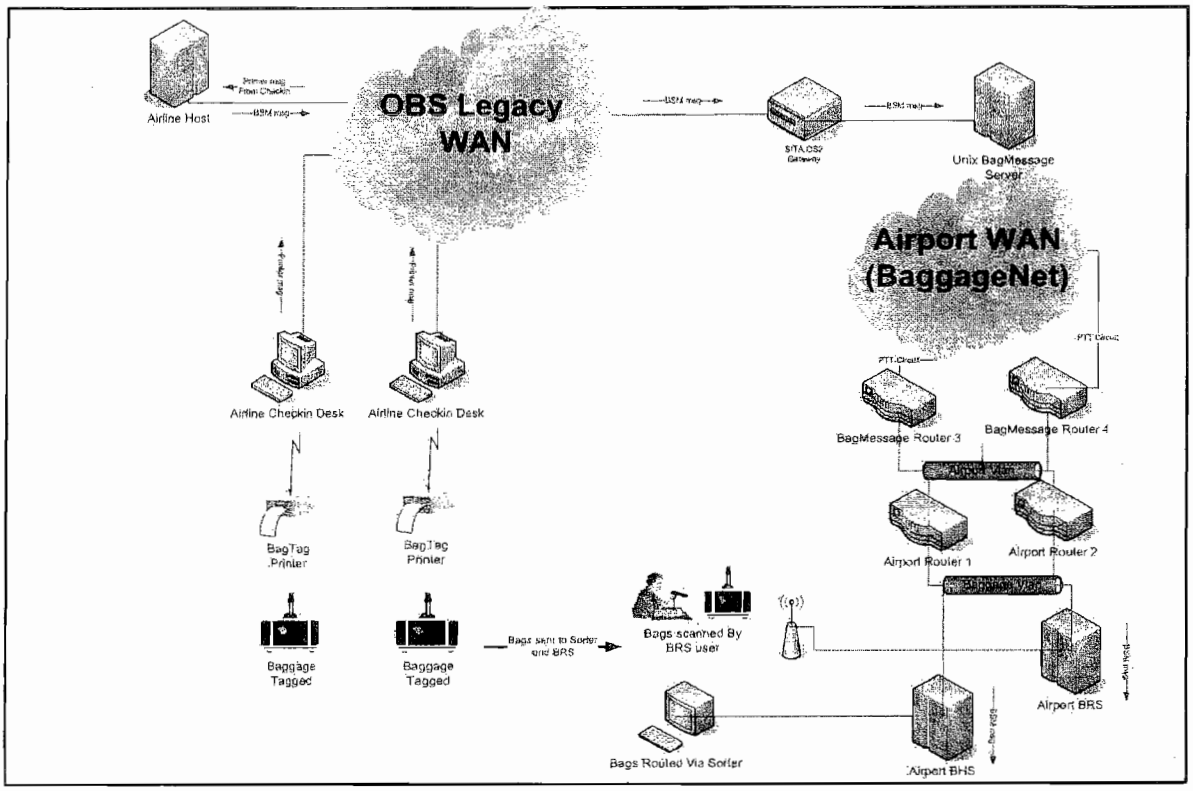
BagMessage Platform Infrastructure Availability is 99.95%, to be measured during Operational Hours and over each calendar month.

In the event of an Outage, BagMessage shall be restored within fifteen minutes 90 % of the time, within 22 minutes 100% of the time, from the time when such failure is brought to the attention of SITA, either by the Customer or by the systems that manage BagMessage.

4. BagMessage Service Communication Path

BSM Communication Path

BSM Data Flow



SERVICE CONTINUITY PLAN

This section provides the following information:

- *Overview*
- *Components of the Plan*
- *Process*
- *Recommended Practice*
- *Personal Records*
- *Photographic & Video Records*
- *Customer Needs*
- *Corporate Insurance*

1. Overview

Recognizing that a broad range of events and conditions could impact the services and products which SITA provides, to varying degrees of severity, this document does not seek to define the criteria that would constitute a disastrous or catastrophic situation or to provide a detailed and specific action plan for recovery.

The purpose of this document is to provide the generic structure of a Service Continuity Plan and associated process that can be applied to any incident impacting the MIA CUTE system.

As Miami often deals with extraordinary weather events, it is strongly recommended that this section be reviewed during each hurricane preparedness month (usually May of each year), as well as prior to the arrival of specific weather events, time permitting.

2. Components of the Plan

The Service Continuity plan is broken down into four component parts

- Local Component – Defines the role and responsibilities of the MIA SITA staff
- Regional Component – Defines the role and responsibilities of the regional management and support team in the co ordination of the recovery effort.
- Organizational Structure – Defines the organizational structure of the recovery effort.
- Process – Defines the tasks and actions to be taken to manage the recovery.

2.1 Local Component

Under the Service Continuity plan the local SITA staff will normally have the following roles and responsibilities for the systems and services provided, operated and managed by SITA:

- They will ensure that data backup procedures are in place and are carried out regularly.
- They will ensure that site documentation and configuration records are up-to-date.
- They will ensure safe storage of all back up media and site documents.
- In the event of a major incident they will alert ADS Operations management.

In addition our local Site Admin or General Manager will:

- Act as the point of contact with the customer on site for the duration of the incident.
- Liaise with the MDAD manager to establish the recovery process.
- Be responsible for all SITA local actions during the recovery process
- Obtain emergency budget authorizations from MDAD to cover necessary expenditures and actions required for recovery, including emergency equipment procurement

2.2 Regional Component

Under the Service Continuity plan, SITA's regional management and support team has the following roles and responsibilities.

- Initiate the Service Continuity plan.
- Obtain authorization for budget expenditure and all necessary actions required for recovery.
- Provide command, control & communication for the internal recovery efforts.
- Arrange provisioning of replacement hardware as required.
- Arrange provisioning of additional resources to the site as required.
- Provide administration of the recovery effort particularly for the documentation of all project actions and financial reports.

3. Process

The elements of the Service Continuity process are broken down as follows. These elements are not consecutive. There will be overlap during the recovery process.

3.1 Initiation

When a major incident occurs it is reported to the General Manager.

If the GM determines that the severity of the event requires the Service Continuity plan to be initiated s/he will advise the Regional Vice-President.

The Regional Vice-President initiates the Service Continuity plan, coordinating SITA internal resources to aid in the recovery efforts.

3.2 Assess

The assessment element is required to determine the scope and scale of the event. To find out the detail on what has happened, what has been damaged or made unserviceable and what is required to restore service.

3.3 Plan

After assessing the event the planning element provides a roadmap of what needs to be done and how we will restore the service. It will also take into account issues outside SITA control such as the restoration of electrical services and access to affected buildings and rooms. The planning element will also determine the expected lead time to restore our services.

3.4 Communicate

Regular communications and advisories to SITA & MDAD management will be required throughout the recovery.

At the early stages of the incident and recovery process situation reports should be issued at hourly intervals, until the scope and impact of the incident is fully determined and the recovery plan is complete. Thereafter reports should be issued at suitable intervals as dictated by MDAD.

3.5 Recovery Action

All the tasks, identified at the planning stage, that are needed to restore service should be included in and tracked to completion in an action plan document.

This element executes all the tasks and actions required to restore the service or product.

3.6 Document & Report

The document & report element covers the production and management of all documents and reports relating to the incident including:

- Final report detailing the event and all actions taken to restore.
- Inventory of all damage.
- Financial reconciliation on cost of recovery.
- Daily Logs of the progress or completion of the main elements of the plan during the recovery process.

4. Recommended Practice

While this document provides a generic structure for a Service Continuity that can be adapted to suit the scale of any particular event, there are a number of tasks that should be considered as recommended practice that must be carried out in any Service Continuity.

5. Personal Logs

It is likely that any incident of a scale to be regarded as a disaster will cause substantial insurance claims and may result in litigation particularly by the insurance companies involved. It is essential therefore that every member of the SITA recovery team should keep a personal log of all events relating to the incident and the recovery.

This should include recording all actions taken and the essential details of all conversations with internal and external parties. The log should include date and time as well as actions taken.

Conversation logs should include:

- What was said
- Who said it
- Who else was present

6. Photographic and Video Records

Where the incident has resulted in damage to MDAD's assets or 3rd party equipment of facilities within SITA's use or control the recovery team should take photographic or video records of the damage in situ. This will be valuable for insurance claims.

7. Customer Needs

The customer will need from SITA, as soon as possible:

- A realistic estimate of when we can restore service.
- An estimate on any costs involved.

This should be made and communicated to the customer as soon as it's available.

8. Corporate Insurance

When SITA-owned equipment has been damaged, or where we may have liability to a 3rd party, it is essential to contact the corporate insurance department immediately for advice and instruction on the insurance company's requirement before initiating any major works or expense.

HURRICANE READINESS

This section provides the following information concerning Hurricane Readiness. **Each weather event is different, and this section is merely a guide.**

- Overview
- *Important MDAD Phone Numbers*
- Pre-Hurricane Preparations
- Personnel Safety
- Post-Hurricane Activities

1. Overview

Weather events during the hurricane season will happen and will disrupt MIA airport operations in general. To minimize the eventual impact on MDAD's airline customers steps must be taken to protect all CUTE equipment in general, and especially the primary core room. All SITA efforts take place within the framework of MDAD's own efforts, operational decisions and preparedness plans. **Important Note: Building 3030 where SITA offices and the CUTE core room are located is an automatic evacuation zone. No personnel may remain there during the weather event.**

1.1 MDAD Important Phone Numbers

Maurice Jenkins : 305-876-0934 – MDAD IT Dept. – Recording for specific instructions to IT Staff

MDAD Command Post: 305-876-0300

MDAD Emergency Number – Command Post: 305-876-0333

MDAD Info Systems: 305-876-0840

MDAD Telecom: 305-876-7543

MDAD Administrative Services: 305-876-7300

1.2 Essential or Non-essential Service

It has been MDAD policy to keep the airport open during hurricanes, storm impact permitting. However, depending on the severity of the approaching weather event, airlines will generally cease operations a few hours before its projected arrival time. It is at this point that MDAD will issue its decision on whether the CUTE system is to be considered an essential service, and therefore must be kept on, or whether it is considered a non-essential service and could be turned off prior to the event. **Note: As electricity supply is unreliable during hurricanes, and UPS units can only provide a few hours of emergency power, SITA recommends that the primary and secondary core rooms be shut down to protect valuable equipment from damage resulting from power spikes.**

1.3 Safety of SITA personnel

All SITA staff is to be evacuated off airport property a minimum of 5 hours prior to hurricane arrival (depending on the size of the wind fields) for the purpose of securing their homes and families, and to avoid having to drive in increasingly hazardous conditions. **No SITA personnel is to remain on airport property during the weather event.**

1.4 Pre-hurricane advisory meetings

The SITA General Manager or the Site Administrators will attend the advisory meetings and maintain constant contact with the MDAD IT department for coordination purposes.

2. Pre-Hurricane Preparations

2.1 Table of Activities:

1	Not more than 24 hours, prepare a spare set of back-up tapes or drives for all servers, both in primary and in secondary core room. **Note: If hurricane is to hit during a weekend or on a Monday, tapes must be prepared no earlier than the preceding Friday**	SITA Site Administrators
2	Deliver set of back-up tapes to MDAD IT Management	Site Admins
3	Contact Global Ops a/o London GCSC to check if Equant plans to reroute airline circuits	Site Admins
3	Coordinate with MDAD for information concerning likely roof leaks within terminal area	Site Admins
4	Ensure enough plastic sheeting is available to cover work stations under probable roof leaks	Site Admins
5	Coordinate with MDAD to have areas under probable roof leaks unused during pre-hurricane preparations	Site Admins
6	Turn off all equipment in areas affected by probable roof leaks and cover with plastic sheeting	SITA Technician Team
7	Organize technician schedules for pre-hurricane and post-hurricane activities & review with technicians	Site Admins
8	Confirm telephone numbers for MDAD command post, and IT command center	Site Admins
9	If MDAD declares CUTE non-essential system within 6 hours of event, broadcast Type-B messaging advisory to all MIA airlines of expected time of CUTE system shutdown	General Manager
10	If #9 not applicable, alert Global Ops of situation and establish emergency telephone numbers to call for remote system shutdown	General Manager
11	At -6 hours, organize technician team departure off airport property	Site Admins
12	If #9 applicable, proceed with core room system shutdown in correct order: 1. HPOV 2. Gateways 3. XSSTAT servers (2)	Site Admins

4. All Secondary Core servers
5. Maestro 1
6. PDC
7. MIA1-USAG1
8. MIA1-DC01
9. MIA-DC01
10. All airline routers
11. DSU nest
12. SITA's Cisco 6509 & SITA's main router

Note: If time allows, dispatch technicians to turn off all workstations in the terminal prior to initiating above shutdown.

13	If #12 completed, cover all core room racks with plastic sheeting	Site Admins
14	Advise SITA Regional VP of status and post-event plan	General Manager
15	Coordinate with Airport Command Post before leaving airport property	General Manager Site Administrators
16	At -5 hours, prior to leaving airport property, place call to first technician scheduled to return immediately after event to reconfirm.	Site Admin

2.2 SITA MIA Personnel Numbers:

Alex	Diaz	786-256-2723
Alex	Duran	786-256-2701
Alfredo	Pernia	786-256-2715
Andrew	Flynn	786-256-2756
Chris	Johnson	786-298-8535
David	Garcia	954-249-0409
Elvin	Baptiste	
Miguel	Almanza	
Idalberto	Sabina	305-302-9801
Jason	Bertino	786-298-9559
Juan	Reyes	786-256-2672
Leila	Gaines	786-546-5872
Marc	Joseph	786-298-9632
Pam	Hathaway	786-298-9667
Trevor	Ferdinand	786-256-2758

3. Post-Hurricane Activities

3.1 Site Administrator Roster

It is understood all site administrators are to return to the airport as soon as physically possible. In the event this is not possible due to downed trees, impassable roads, etc, the following roster will apply until normal schedule can resume:

- Day 1: Day of hurricane, or immediately after event – Juan Reyes. Tel. 786.256.2672 Coordinate staff return to work.
- Day 2: Day after weather event (or sooner) – Chris Johnson. Tel. 786.298.8535 and Idalberto Sabina Tel. 305.302.9801

3.2 Communications

It is possible that the hurricane will knock out electricity, telephone, internet access, etc. throughout the area. Cell phone communications might be spotty as a result of heavy usage, and downed cell phone towers. In the event SITA staff is unable to contact his/her site administrator or manager, they are to contact the MDAD Command Post and/or the MDAD IT Dept. to determine airport status. **As soon as the roadways are passable, all SITA staff is to return to the airport to aid in the recovery efforts.** Normal staff roster will resume as soon as possible after the site is at least partly recovered.

3.3 Assessment

Under the direction of the Site Administrators, SITA personnel will make a sweep of the entire terminal to determine if any CUTE equipment sustained physical damage. The Site Administrators a/o General Manager will compile the list of damage encountered, keep it updated, and communicate it to MDAD IT Department.

3.4 Post-Event Table of Activities

1	All staff to check in to Site Administrator on duty if possible	SITA personnel
2	Site Administrator a/o General Manager to report in to Command Post with status update.	General Manager a/o Site Administrators
3	Site Administrator to coordinate sweep of terminal to determine likely damage. Prepare report for MDAD.	SITA Technicians Site Admin General Manager
4	Site Administrator to contact MDAD IT Dept. and MDAD Helpdesk Personnel to determine state of network	Site Admin
5	If CUTE System was shut down, obtain OK to proceed from MDAD Network before initiating start up procedures	Site Admins
6	Schedule technician teams for phased restart of workstation. Plan on restarting first the workstations of airlines with staff present and earliest operations.	Site Admins
7	When OK to proceed, restart corerooms in order 1. SITA's Cisco 6509 & SITA's main router 2. DSU nest 3. All airline routers 4. MIA-DC01 5. PDC and MIA1-DC01 6. MIA1-USAG1 7. Maestro 1 8. All Secondary Core servers. 9. XSSTAT (2) 10. Gateways 11. HPOV Server	Site Admins

8	Deploy Technician Teams to restart workstations and peripherals in order established per #6	Site Admins Technicians
9	Start testing airline connectivity	Site Admins
10	Report to MDAD on progress.	Site Admins General Manager
11	Contact SITA Regional VP with status update	General Manager
12	Contact Global Ops with status update	General Manager
13	Continue monitoring system functionality as technicians complete workstation restart.	Site admins
14	Confirm system status to airlines station managers with TypeB Messaging	General Manager
15	Attend post-hurricane wrap-up meetings as needed	General Manager
16	Assess state of damaged equipment, and give final report to MDAD for needed replacement	Site Admins
17	If SITA property has been damaged, contact corporate insurance dept. for follow-up	General Manager
18	Retrieve back-up tapes/drives from MDAD IT Dept.	Site Admins.

PREVENTIVE MAINTENANCE

1. Overview

MIA is a busy airport, and the CUTE equipment needs to be maintained carefully to prevent interrupting the normal activities of airline personnel. While SITA's recommended practice is to ensure that every workstation and peripheral is serviced every two months at a minimum, MIA requires a more aggressive schedule.

1.1 SLAs

Preventive maintenance is to be completed on a monthly schedule. However, it is essential that this activity not disrupt normal airline business.

1.2 Equipment

The equipment to be serviced is as follows:

- IBM Thinkcenter Workstation
- IER Boarding Pass Printer – ATB 567
- IER Baggage Tag Printers – BTP 508
- IER Boarding Gate Readers – BGR 627
- RTE Document Readers

2. IER – ATB 567

The IER 567 printer when used in thermal mode must have the heads and rollers checked and cleaned approximately every 10,000 coupons printed. This document will list the steps required to ensure consistent and reliable performance from the 567.

2.1 Step-by-Step Procedure:

1. Power down the printer, disconnect power cable, and remove all media.
2. Rotate the magnetic module up and hold it in this position (Fig. 12)
3. Clean the magnetic head and the green roller using a soft cloth and alcohol. (Fig.13)

Figure 12

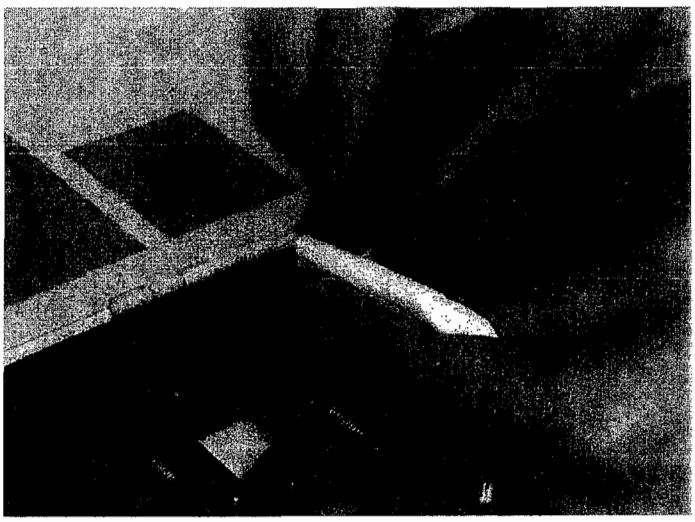


Figure 13

4. Open the hinged paper guide (Fig. 14 and 15)

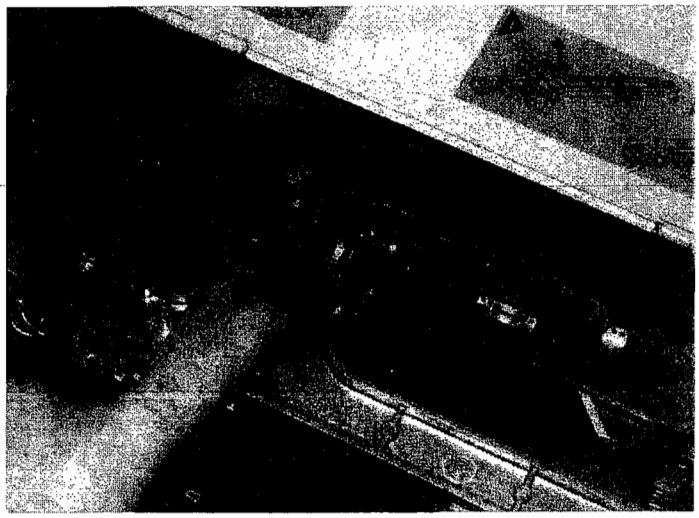
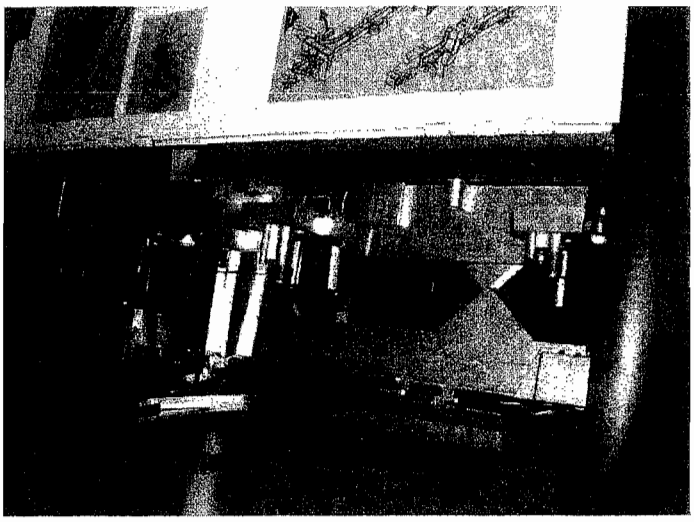


Figure 14

Figure 15



5. Pull open the rear feeder assembly and rotate it counter clockwise until it stops (Fig. 16 and 17)

Figure 16

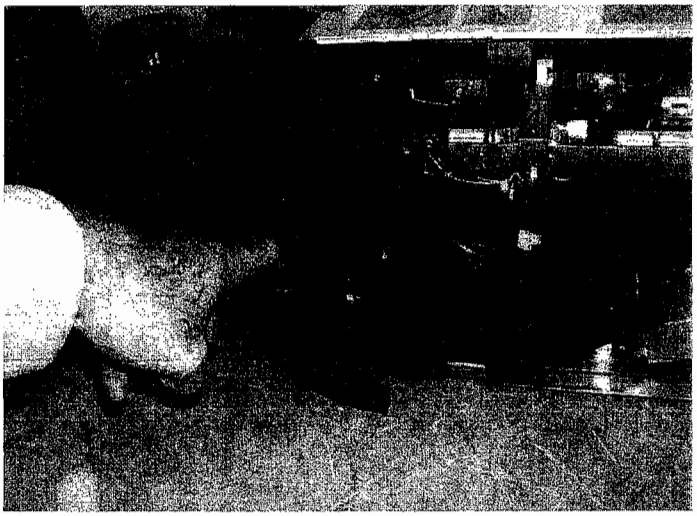
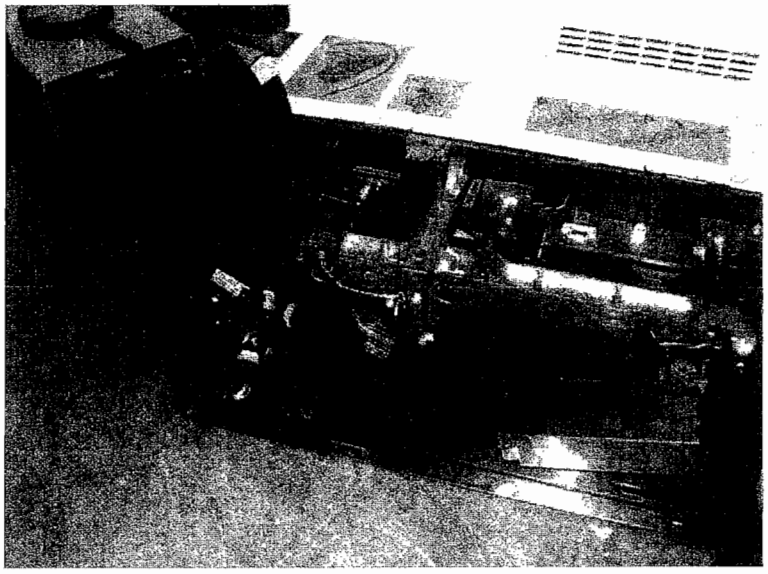


Figure 17



6. Using compressed air clean out the following areas;
   a. Front ejection chute and upper bin (Fig. 18 & 19)
   b. Upper and lower rear feeder assembly (Fig. 20 & 21)
   c. Print head (Fig. 22)
   d. Magnetic Head (Fig. 23)
   e. Ejection chute (Fig. 24)
   f. Rear paper chute and power supply (Fig. 25)

Figure 18

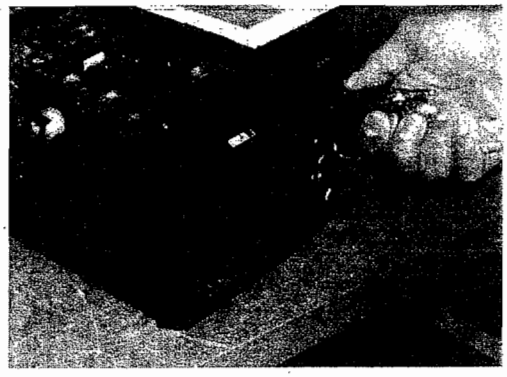
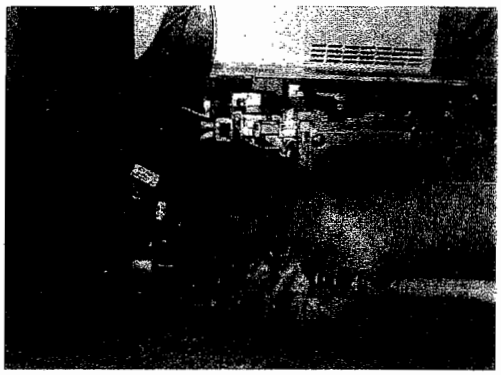


Figure 19

Figure 20



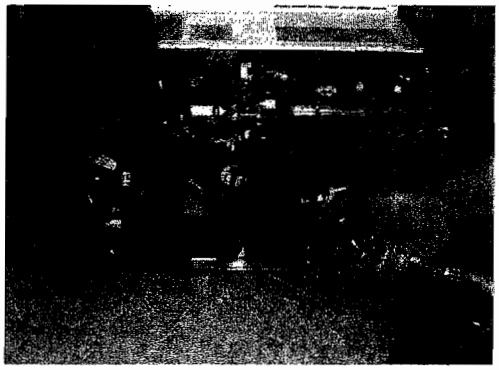


Figure 22

Figure 23

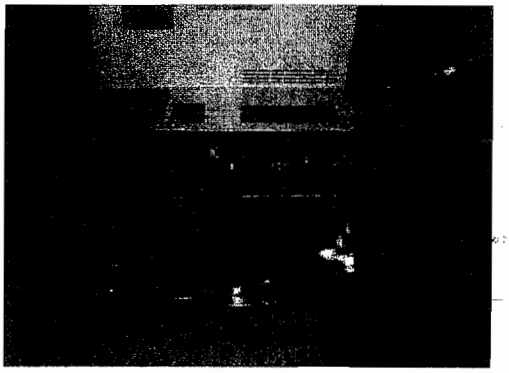


Figure 24

Figure 25

7. Push the print head with your thumb and index finger until it moves back in its tracks (Fig. 26,27,28)

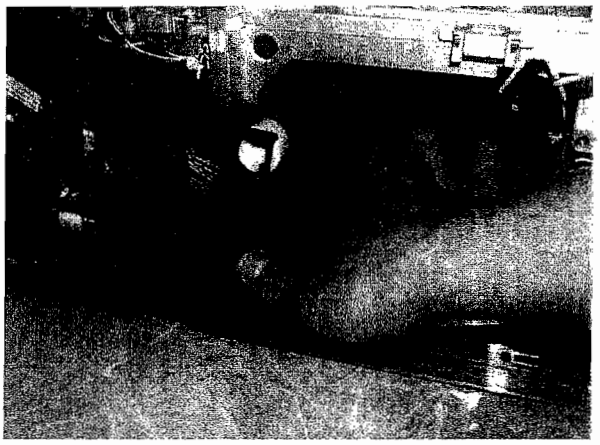


Figure 26

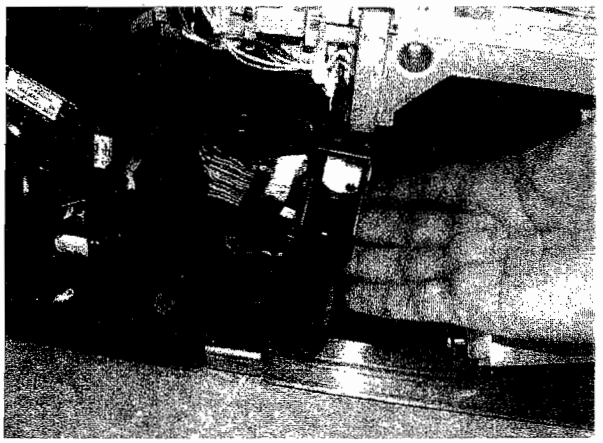


Figure 27

Figure 28

8. Clean the print head with a soft cloth and alcohol and reseat it using your thumb and index finger. Ensure to apply even pressure so the print head seats evenly (Fig. 29)

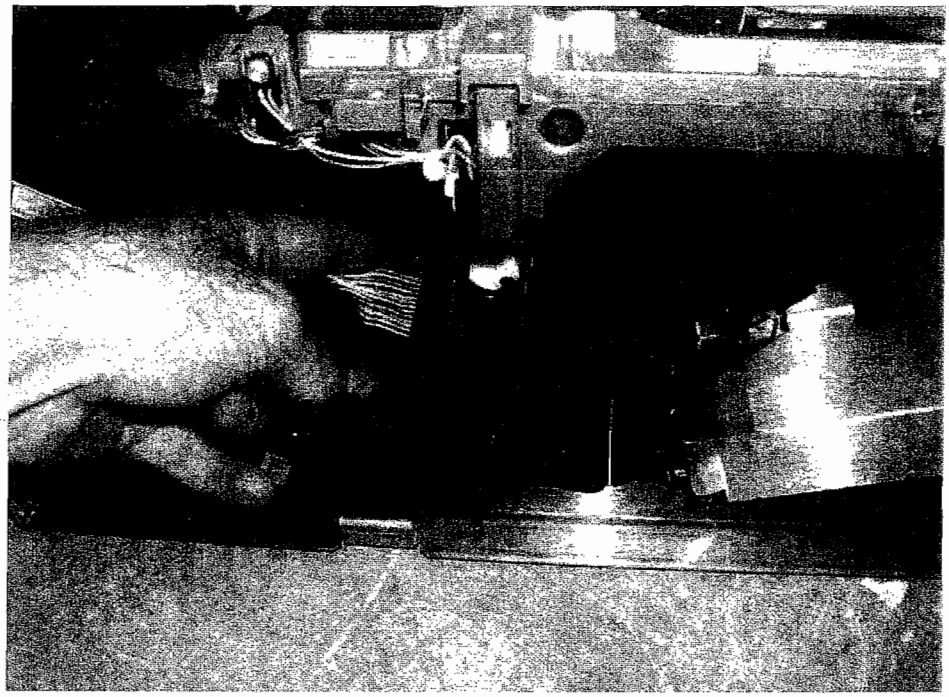


Figure 29

9. Clean the entire surface of the rubber roller under the head with a soft cloth and alcohol (Fig 30)

Figure 30

2.2 Final checks

a. Ensure that the print head is seated properly (Fig. 29)
b. Ensure that the magnetic head is snapped back into place (Fig. 12)
c. Ensure that the hinged paper guide is closed and locked into place (Fig. 14 & 15)
d. Ensure that the rear feeder assembly flange is rotated back into place.
e. Re-connect all cables and power the printer back up.
f. Take the printer off-line and scroll through the menu to the "Counters" option. Print the "Statistics" coupon. (Fig. 31)

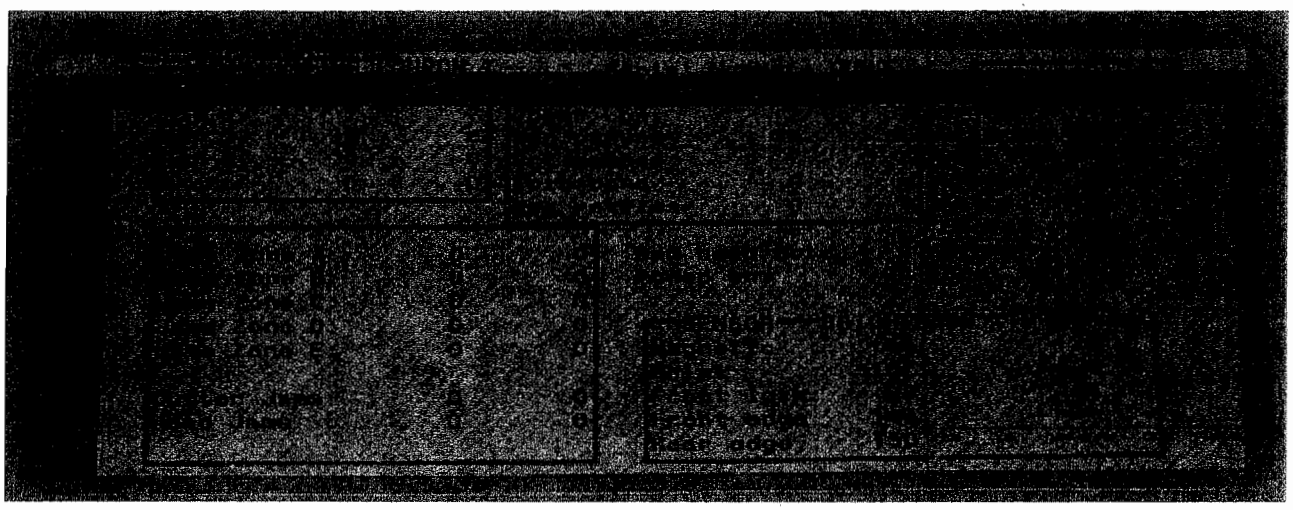


Figure 31

g. Make a note of the serial number, total number of coupons printed, jams and void coupons. The printer above shows 7 coupons printed from Bin 1, 0 void coupons, and 0 jams for example.

If any numbers stand out consider sending the printer for repairs.

3. Bag Tag Printer – IER BTP 508

It is recommended that the IER 508 printer should be cleaned after the printing of approximately 2,000 meters of stock.

3.1 Step-by-Step Procedure

1. Open the printer cover and unlock the print head by pushing print head lever up. (Fig. 32)

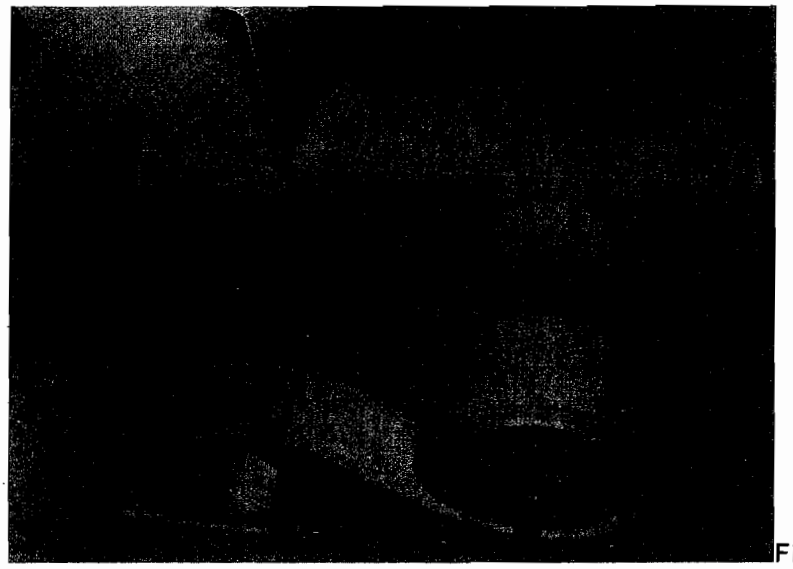


Figure 32

2. Remove all media from the printer and raise the print head by pulling on the print heads tab until the head slides towards the outside of the chassis, the rotate the head up into cleaning position. (Fig. 2 and 3)

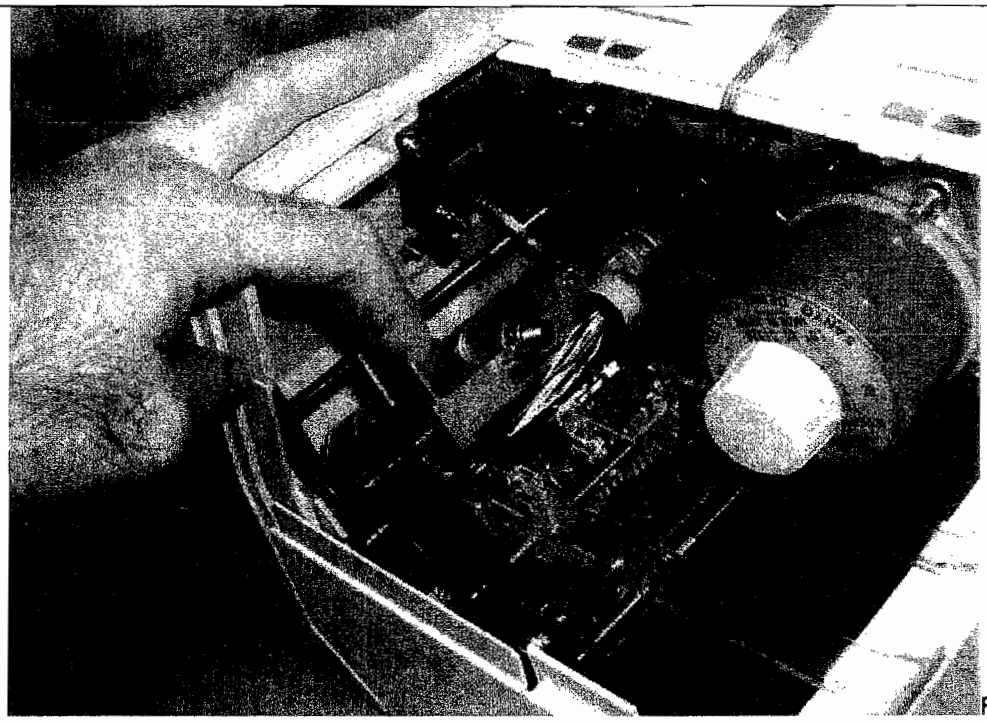


Figure 33

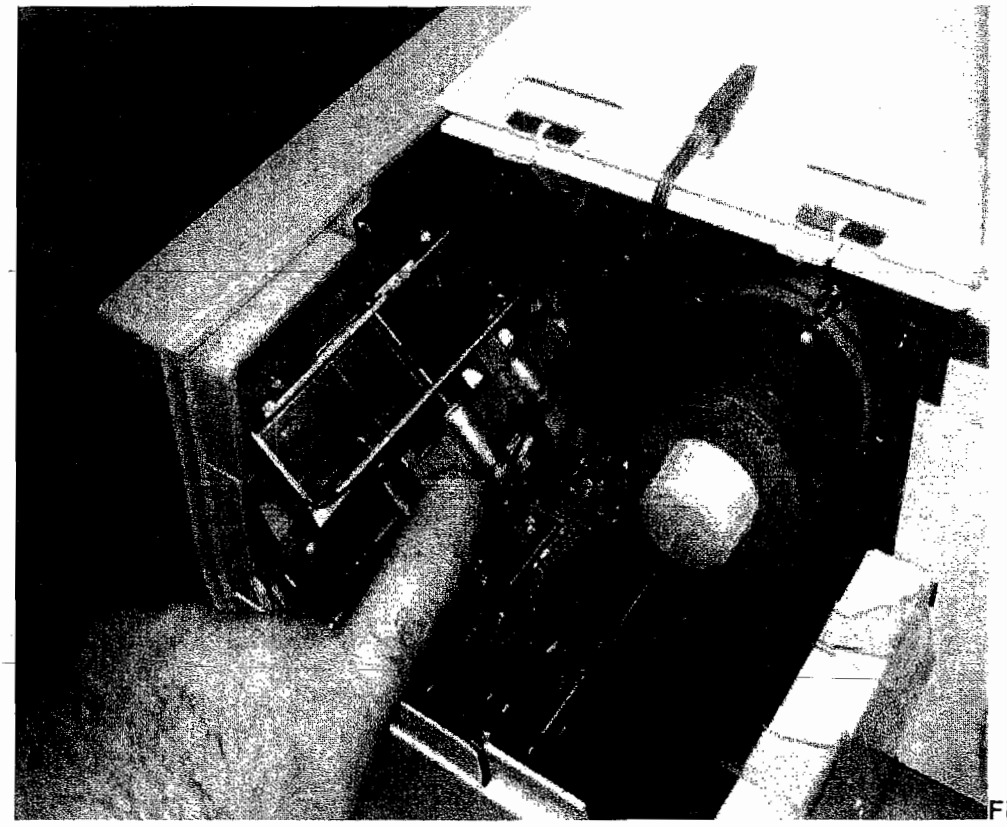


Figure 34

3. Clean the paper path by blowing compressed air along it. (Fig. 35)

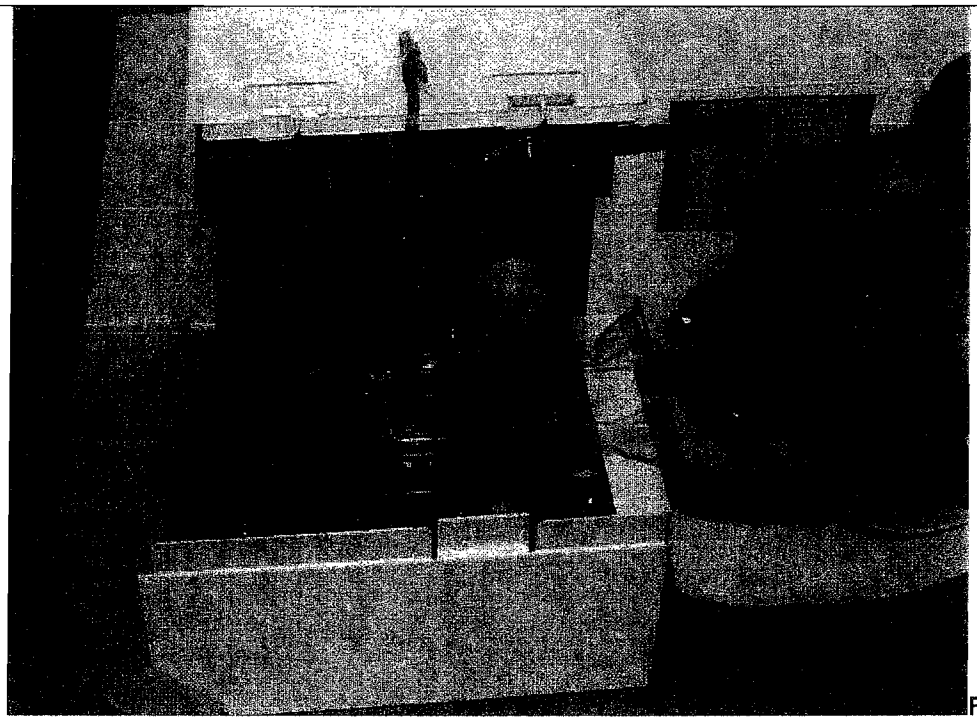


Figure 35

4. Clean the print head (Fig. 36) and the front rubber roller with a soft cloth and alcohol. Rotate the roller while cleaning it using the motor mounted knob as shown in figure 37.

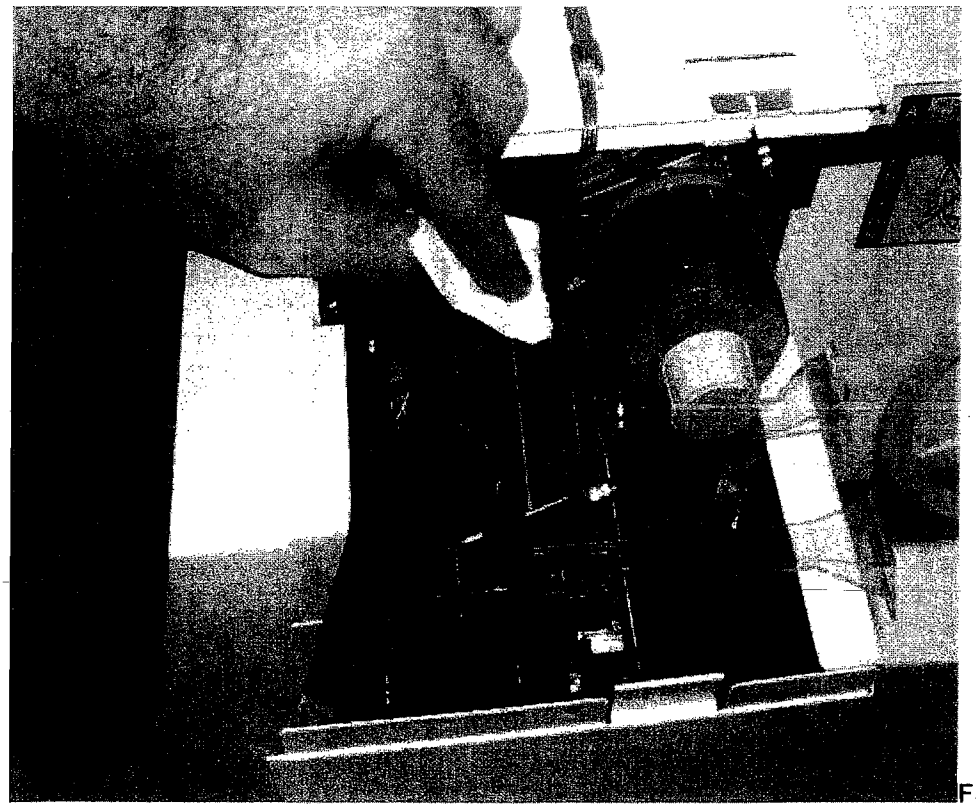


Figure 36

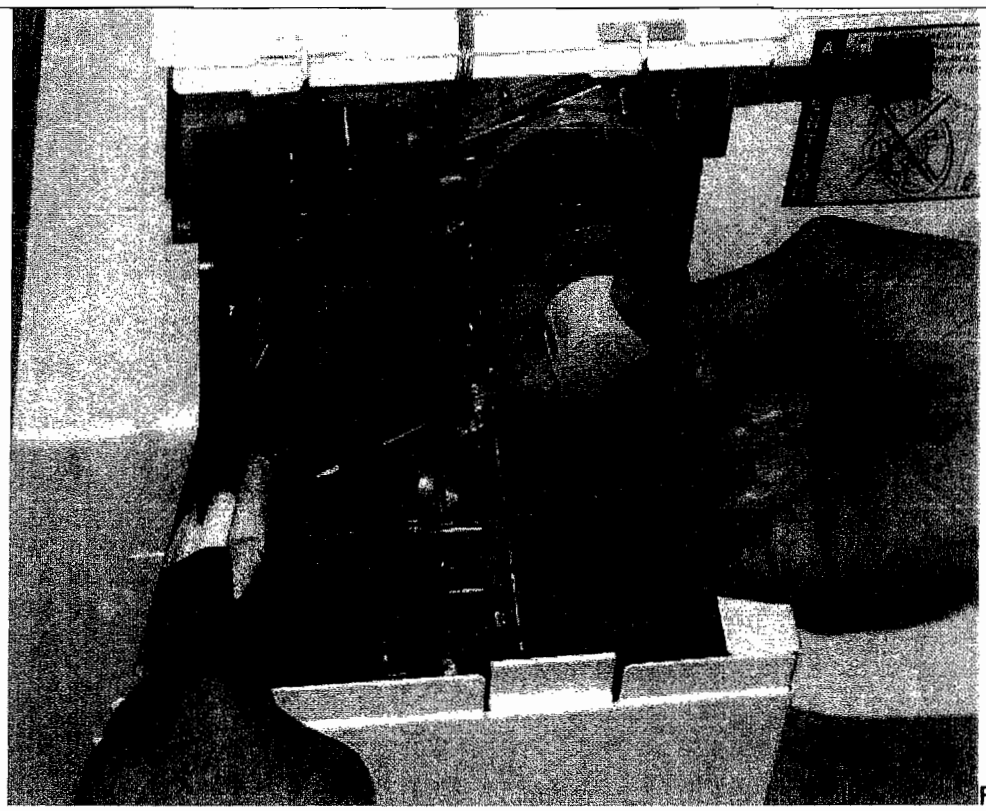


Figure 37

5. Inspect the paper path for any adhesive residue and clean accordingly (Fig 38)

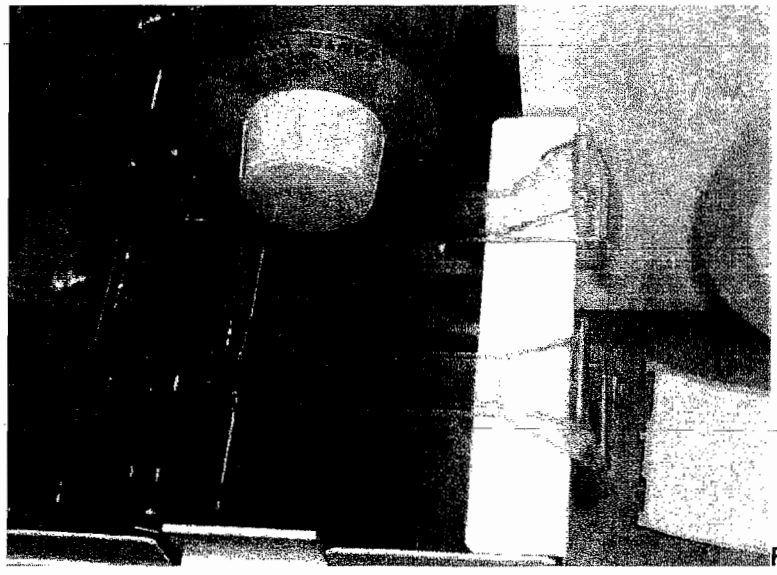


Figure 38

6. Rotate the print head back down and lock in into place.
7. Reconnect all power and data cables and reload the media.

3.2 Final check

a. Take the printer offline and print a test coupon by pressing the test button. (Fig. 39)

b. Inspect the coupon for visible signs of dot failures and the "Nb dots NOT OK" count. If more than 3 dots have failed side by side consider replacing the head.

c. Ensure that the number of paper jams is not excessive.

d. Record the serial number and the number of tags printed.

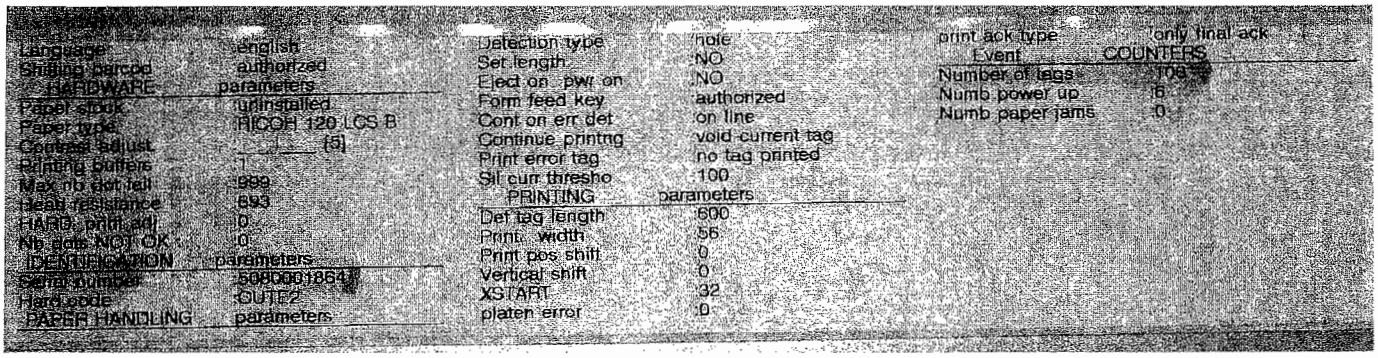


Figure 39

4. Boarding Gate Readers – IER BGR 627

The manufacturer recommends that this unit be cleaned at a minimum once every 30,000 coupons read, or every four months, whichever comes first. However, MDAD expects SITA to perform this cleaning on a monthly basis.

4.1 BGR 627

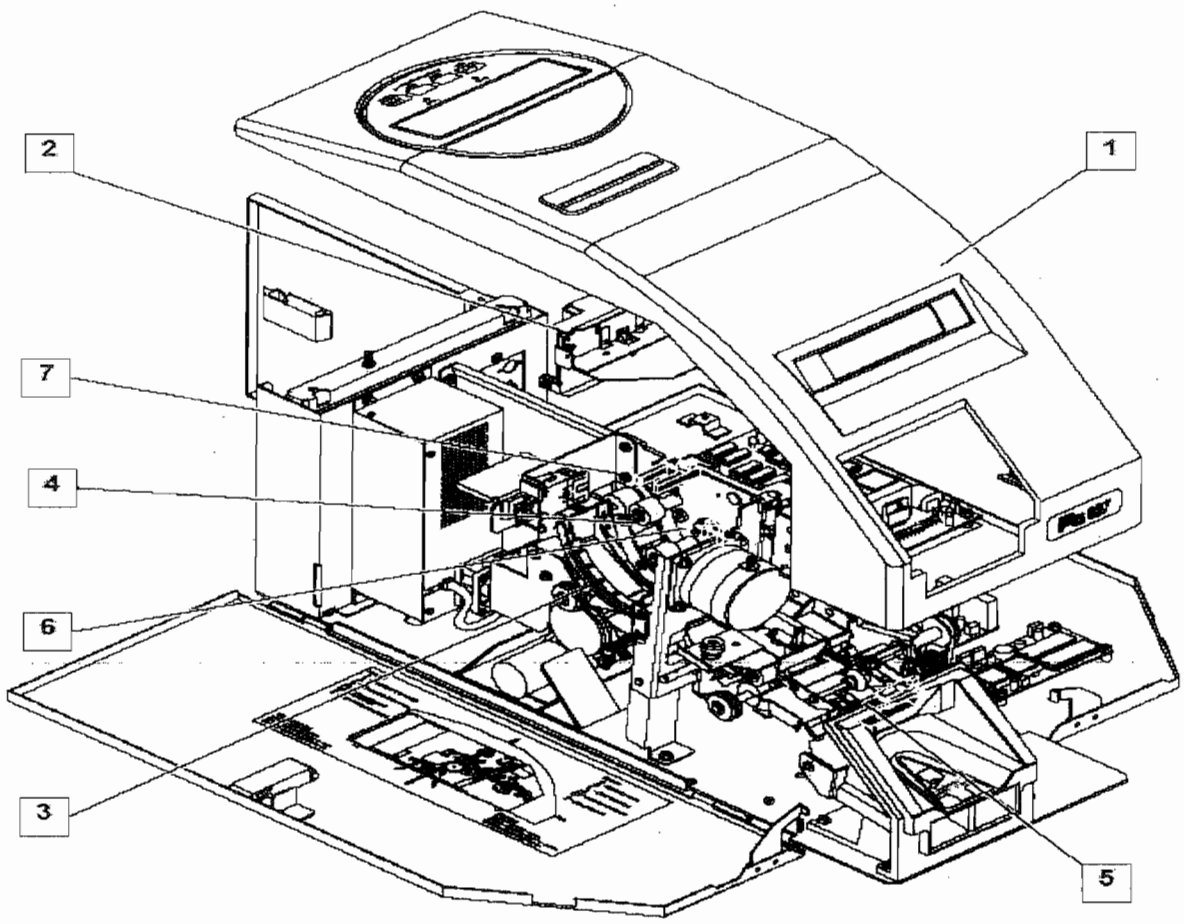


Figure 40 – IER BGR 627 – Operations Performed every 30,000 coupons read

4.2 Cleaning Procedure:

(a) Power down the IER 627 Reader (power switch set to the O-position) and disconnect it from the line power and from the host system.

(b) Remove the upper cover (5).

(c) Remove the optional 4-document output stacker (2) if installed.

(d) Using a brush and the dust removal/drying spray, remove dust and paper residues from the electromechanical subassembly (3), paying particular attention to the paper path (4).

(e) Using a vacuum cleaner adapted to the IER 627 Reader dimensions, remove dust and paper residues.

(f) Spray some cleaning product on the foam tip of a swab.

(g) Carefully rub the transparent surfaces of sensors (5), (6) and (7) with the swab.

(h) Dry the sensors with the dust removal/drying spray contained in the cleaning kit.
(i) Install the IER 627 Reader upper cover.
(j) Connect the power supply cord to the IER 627 Reader and switch it on. Run an operating test from the control panel with display assembly.

4.3 Final Checks

The main parts of the IER 627 Reader checked during this maintenance cycle are as follows:

- Paper-in sensor (5)
- Cutter sensor (6)
- Ejection sensor (7).

5. Okidata Turbo Document Printer (DCP)

5.1 Preventive Maintenance Requirements:

- Clean the plastic surface of the unit as required.
- Use a vacuum cleaner with a brush attachment to gently remove dust from the slots and holes on the printer every 6 months or after 300 hours of operation.
- Use compressed air to blow out the dust and debris that accumulates inside the printer every 6 months or after 300 hours of operation.
- Increase the frequency of preventative maintenance if conditions indicate that excessive amounts of dust and/or debris is observed inside the printer. Dust and/or debris build-up may prevent adequate cooling of the electronic components and may lead to premature failure of the device.

5.2 Cleaning the Printer

⚠ **CAUTION**: Before you clean your printer, disconnect from the electrical outlet. Do not use solvents or strong detergents on the cabinet as they could cause damage.

1. Turn off the printer. Then, use the platen knob to back the paper out of the printer.

2. Open the access cover. Remove the pull-up roller assembly.

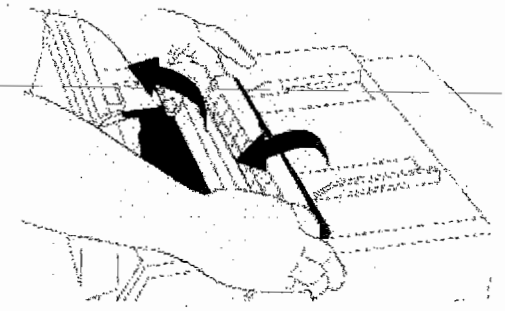


Figure 41 - Okidata DCP

3. Use a clean, dry cloth to dust around the carriage shaft and platen. Remove any loose bits of paper. Use compressed air to blow out all dust and debris.

4. Install the pull-up roller assembly. Close the access cover.

6. IBM Thinkcenter Workstation

⚠ **CAUTION**: Before you clean your computer, disconnect the computer from the electrical outlet. Clean your computer with a soft cloth dampened with water. Do not use liquid or aerosol cleaners, which may contain flammable substances.

6.1 Preventive Maintenance Requirements:

- Use a vacuum cleaner with a brush attachment to gently remove dust from the slots and holes on the workstation every 6 months.
- Use compressed air to blow out the dust and debris that accumulates inside the workstation..

  Note: Ensure that all cooling fans and the heat sink on the CPU are properly cleaned of dust buildup. The cooling fins on the heat sink easily retain dust that enters the workstation case.
- Clean the surface of the exterior case as required.
- Dust build-up will prevent adequate cooling of the electronic components and may result in unstable operation of the workstation and may lead to premature failure of the device.

6.2 Cleaning Workstation Exterior

- Use a vacuum cleaner with a brush attachment to gently remove dust from the slots and holes on the computer.
- Wipe the exterior of the workstation with a soft cleaning cloth moistened with a solution of three parts water and one part dish washing detergent.
- Do not soak the cloth or let water drip inside the workstation.

6.3 Cleaning Workstation Interior

- Use compressed air to blow out the dust and debris that accumulates inside the workstation.

  Note: Ensure that all cooling fans and the heat sink on the CPU are properly cleaned of dust buildup. The cooling fins on the heat sink easily retain dust that enters the workstation case.

6.4 Cleaning CD-ROM Drive

- Use compressed air to clean the lens in the CD drive, and follow the instructions that come with the compressed air. Never touch the lens in the drive.
- If you notice problems, such as skipping, with the playback quality of CDs, try cleaning the discs.

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APPENDIX

Figure 42 - Sample Monthly Operational Report

Figure 43 - Outage Root Cause Analysis Report

Figure 44 - Preventive Maintenance Log

Figure 45 - Monthly Trouble Call Log Template

Figure 46 - Inventory Report Template

Figure 47 - Software Change Request Template

Figure 48 - Out-of-Scope Repair Report

Figure 49 - Technician Schedule Template

August 2005

AIRPORT MIA MONTHLY PERFORMANCE REPORT

Repair Times:

810 calls were solved in 15 min.
336 calls were solved in 30 min.
29 calls were solved in 35 min.
15 calls were solved in 45 min.
6 calls were solved in 60 min.
7 calls were solved in 90 min.
3 calls were solved in 120 min.
6 calls were open after 120 min.

Infrastructure Availability

Operational minutes per day (peak and off-peak)	1440
Days per month	31
Total available minutes per month	44640
Number of infrastructure faults	0
Minutes down due to infrastructure faults	0
Percentage infrastructure availability	100.00%

Numbers and types of fault:

Workstation faults, including monitor and keyboard faults

36 workstation faults in total, including:
4 workstation(s) replaced
2 hard disk(s) replaced
0 memory fault(s)
0 missing or damaged workstation(s)
6 keyboard fault(s)
9 monitor fault(s)

ATB faults

178 ATB faults in total, including:
29 paper jams(s)
0 ribbon change(s)
15 re-load of pectab(s)
80 reset(s)
19 instances where cleaning required

BTP faults

119 BTP faults in total, including:
34 paper jams(s)
0 print head change(s)
7 re-load of pectab(s)
32 reset(s)
19 instances where cleaning required

DCP faults

50 DCP faults in total, including:
5 paper jams(s)
11 verification or change of ribbon
0 reset(s)
0 instances(s) where cleaning required

BGR faults

29 BGR faults in total, including:
11 paper jams(s)
0 re-load of pectab(s)
7 reset(s)
0 instance(s) where cleaning required

MSR faults

2 MSR faults in total

LASER GUN faults

0 Laser gun faults in total

SOFTWARE faults

292 software faults in total, including:
44 reboot and cleanup of corrupted files
1 reboot, system slow
3 reboot, black screen
14 reboot, keyboard stuck
45 reboot to solve printer problem

LIGHT PEN faults

0 Light pen faults in total

TE faults

1 TE fault(s) in total, including:
0 delete application / logoff
0 TE exiting
1 TE preloader

USER faults

25.70%
362 user faults in total, including:
126 no fault found
27 device cables out or device powered off
17 instances where user inserted paper wrongly (all printer types)
86 general user problems

HOST faults

83 host fault(s) in total, including:
11 instances(s) where host had stopped polling
5 instances(s) where printer address needed to be reset
4 instances(s) where we needed to clear the printer queue

MDAD

20 MDAD fault(s) in total, including:
13 instances(s) where there was no LAN connection
1 MDAD network problems
1 MDAD power supply problems

COREROOM faults

0 SITA core room fault(s) in total, including:
0 instances(s) where rebooted due to locked addresses
0 instances(s) where the local servers were down
0 instances(s) where the hub was down

Figure 42 - Sample Monthly Operational Report

ROOT CAUSE ANALYSIS REPORT
Airport and Desktop Services
Operations, The Americas

Please note that the Date format is DAY / MONTH / YEAR

Customer Name	Miami-Dade Aviation Department		
Airport	MIA		
Other Customers Impacted		Duration (in minutes)	233
Status	Close		
Author	Juan A Reyes		
Date	03 Feb 06		

Ticket Summary

Case Opened		Service Restored		Case Closed	
Date	Time	Date	Time	Date	Time
03 Feb 06	17:32	03 Feb 06	21:45	03 Feb 06	21:45

Flight Impact

Airline	Flight Number	Delay (minutes)	Remarks
HP	851	28	122 passengers processed manually

NETWORKS COMPONENTS AFFECTED

Components	Duration (minutes)	Remarks
Fileserver	N/A	
Routers	N/A	
Switches/Hubs	N/A	
Circuits	N/A	
Gateway	N/A	
FIDS	N/A	
BRS /OUBES	N/A	
XIS	N/A	
HOST	233	Unable to connect to host

AIRPORT AREAS AFFECTED

Location	Duration (minutes)	Remarks
CORE/ROOM	N/A	
TRANSFER DESK	N/A	
CHECKIN	233	Unable to connect to host
GATES	233	Unable to connect to host
BAGROOM	N/A	
LOUNGE	N/A	

Figure 43 - Outage Root Cause Analysis Report

Preventive Maintenance Summary Report

Jan 06	
CCA	
Nodes	161
% Completed	87%
CCE	
Nodes	156
% Completed	97%
CCF	
Nodes	102
% Completed	91%
CCG	
Nodes	119
% Completed	88%
CCH	
Nodes	53
% Completed	98%
Training	
Nodes	12
% Completed	100%
Month Totals	**91.87%**

SITA

Figure 44 - Preventive Maintenance Log

SITA

Date	MOCC Ticket Number	Tech/Initials	Airline	Position	Open Time	Start Time	Close Time	Total Time	Trouble call description	Trouble call resolution
December 1, 2005	32958	TF	TA	MIAACKB050	2:15	2:23	2:39	0:24	Workstation not working properly	Rebootand cleanup corrupted files
December 1, 2005	32959	TF	AS	MIAECKB084	6:01	6:06	6:11	0:10	Unable to signin	User reboot /No fault found
December 1, 2005	32962	Jrod	HP	MIAHCKB027	7:21	7:25	7:32	0:11	ATB not printing	Reset ATB
December 1, 2005	32968	Jrod	JJ	MIAACKB023	7:52	7:56	8:04	0:12	User unable to login	No fault found
December 1, 2005	32970	Jrod	SS	MIAGCKB014	8:04	8:06	8:12	0:08	No system available	Host unstable
December 1, 2005	32971	Jrod	JM	MIAECKB105	8:06	8:14	8:20	0:14	ATB pectab error	Reloaded pectabs/ User training
December 1, 2005	32972	Jrod	KX	MIAECKB096	8:17	8:20	8:21	0:04	User unable to login	No fault found
December 1, 2005	32976	Jrod	PY	MIAECKB091	8:39	8:40	8:51	0:12	ATB not printing	Reset ATB
December 1, 2005	32978	Jrod	PY	MIAECKB091	8:59	9:00	9:09	0:10	BTP not printing	Reset BTP
December 1, 2005	32979	Jrod	UP	MIAHCKB001	9:32	9:33	9:37	0:05	ATB pectab error	Reloaded pectabs/ User training
December 1, 2005	32980	Jrod	AA	MIAAJWP07D	9:34	9:42	9:46	0:12	BGR not working	Reset BGR
December 1, 2005	32982	Jrod	US	MIAHGTC18B	9:36	9:41	9:41	0:05	User call for someone to help him log off	Handle over the phone/No fault found
December 1, 2005	32984	Jrod	PY	MIAECKB090	9:41	9:48	9:52	0:11	BTP printer unclear	Clean printer head
December 1, 2005	32988	ES	TA	MIAACKB050	10:20	10:25	10:38	0:18	ATB not printing	Reloaded TE
December 1, 2005	32991	Jrod	AV	MIAFCKB068	10:56	10:59	11:05	0:09	ATB not printing	Reset ATB
December 1, 2005	32994	ES	LH	MIAGCKB009	11:22	11:24	11:32	0:10	BTP not printing	Reloaded TE
December 1, 2005	32995	Jrod	AM	MIAECKB115	11:38	11:40	11:50	0:12	ATB not printing	Reset ATB
December 1, 2005	32997	ES	TA	MIAACKB046	11:48	11:55	11:58	0:10	PC frozen	User training
December 1, 2005	32999	ES	AA	MIAAJWP05C	11:52	12:02	12:10	0:16	BGR not working	Rest BGR
December 1, 2005	33001	Jrod	LH	MIAGCKB003	12:14	12:19	12:25	0:11	ATB not printing	No fault found
December 1, 2005	33002	ES	JM	MIAECKB104	12:14	12:20	12:25	0:11	BTP JAMMING	CLEARED PAPER JAM
December 1, 2005	33004	Jrod	BW	MIAGCKB034	12:20	12:28	12:32	0:12	Keyboard missing key	Key was under keyboard
December 1, 2005	33016	AF	TA	MIAABOMTA1	12:30	12:38	12:42	0:12	No ribbon	Delivered ribbon
December 1, 2005	33007	AF	HP	MIAHCKB029	13:03	13:10	13:15	0:12	ATB not printing	No fault found
December 1, 2005	33008	AF/ES	KX	MIAECKE100	13:06	13:08	14:52	1:46	No system	Admins rebooted gateway
December 1, 2005	33025	AF	NW	MIAGGTC096	13:24	13:34	13:45	0:21	DCP not printing	Reloaded TE
December 1, 2005	33010	IS	LB	MIAECKB041	13:45	13:47	13:55	0:10	OCR not working	No fault found
December 1, 2005	33012	IS	AA	MIAACK068	13:58	14:10	14:17	0:19	BTP JAMMING	CLEARED PAPER JAM
December 1, 2005	33014	Jrod	JM	MIAFGTC15B	13:58	14:05	14:10	0:12	Pectab error	Trainned user how to restore pectab

Figure 45 - Monthly Trouble Call Log Template

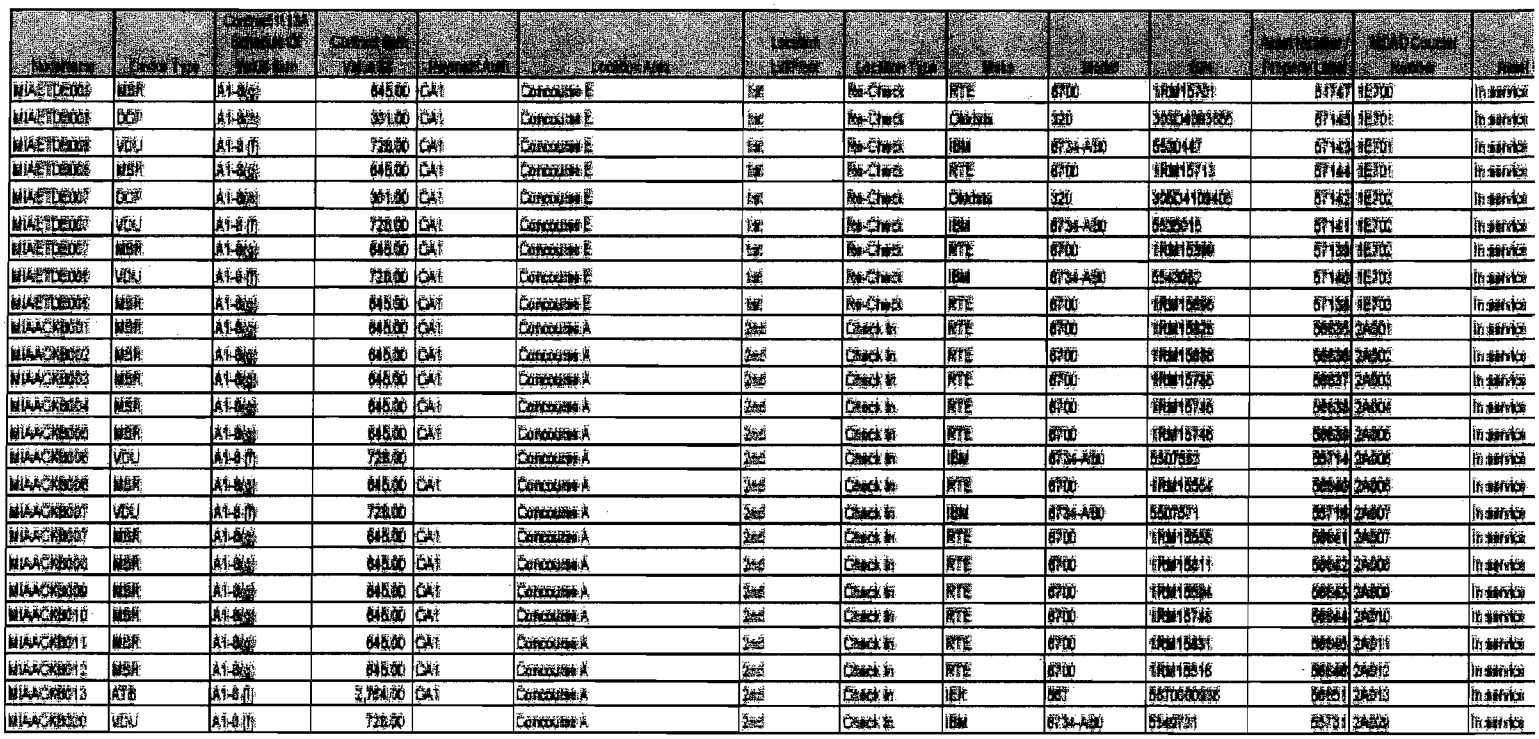

Figure 46 - Inventory Report Template

MDAD Information Systems and Telecommunications
Change Request Form

Change Tracking Number:	Project I113A - CUTE - Change Request #2		
Date Submitted:	8-Feb-05	***System(s) Impacted (y or n), How Impacted***	
Originated by:	Chris Johnson	AOIS	
Change Title:	MAESTRO 4.0.26a	BMS	
Priority Level (check 1)		CMS	
Emergency	Immediate action	CUTE	X
High	X Same/next day	MEN	
Moderate	Same week	NSS	
Low	When convenient	PASI	
Documentation Changed		PDS	
None.			
		Type of Change (marked with "x")	
		HW Requirements	
		SW Requirements	X
		Related Works	
		Interfaces	
		Schedule	
		Cost	

Change Description: Upgrade to Version 4.0.26. Release notes attached Currently using 3.0.58

Reason For Change: APIS Enhancements, and more...

Attached Change Documentation

File: MEASTRO Release notes attached (electronic file)

Office Use

Change Disposition	Chair	1	2	3	4	Tally
Disapprove						
Re-work/Re-submit						
Agree/Forward						
Approve w/comments						
Approve						
Recommendation						

Signature: [signature] Signature: [signature]
Print Date: [illegible] Print Date: [illegible]
Chairman Project Manager

Updated: Sept. 1, 2003 1

Figure 47 - Software Change Request Template

SITA

Service Report

Service Date: 11/16/2005.

Out-of-Scope Repairs

Equipment: ATB 567
S/N: 458

DESCRIPTION	Unit	RATE	AMOUNT
Fault Reported: Jam on "B"			$ -
Found: Missing eletronics cover.			
Probable Cause: Client Mishandling			
Origin of Unit: TAM Counters			
Set Service Price	1.00	373.00	373.00
Replaced Damaged Parts:			
Door, electronic side	1.00	147.50	147.50
Bracket PSU Fixation	1.00	5.50	5.50
		SUBTOTAL	$ 526.00
		SITA surcharge	0.00%
			-
		OTHER	
		TOTAL	$ 526.00

Submitted to MDAD:
16-Nov-05

Figure 48 - Out-of-Scope Repair Report

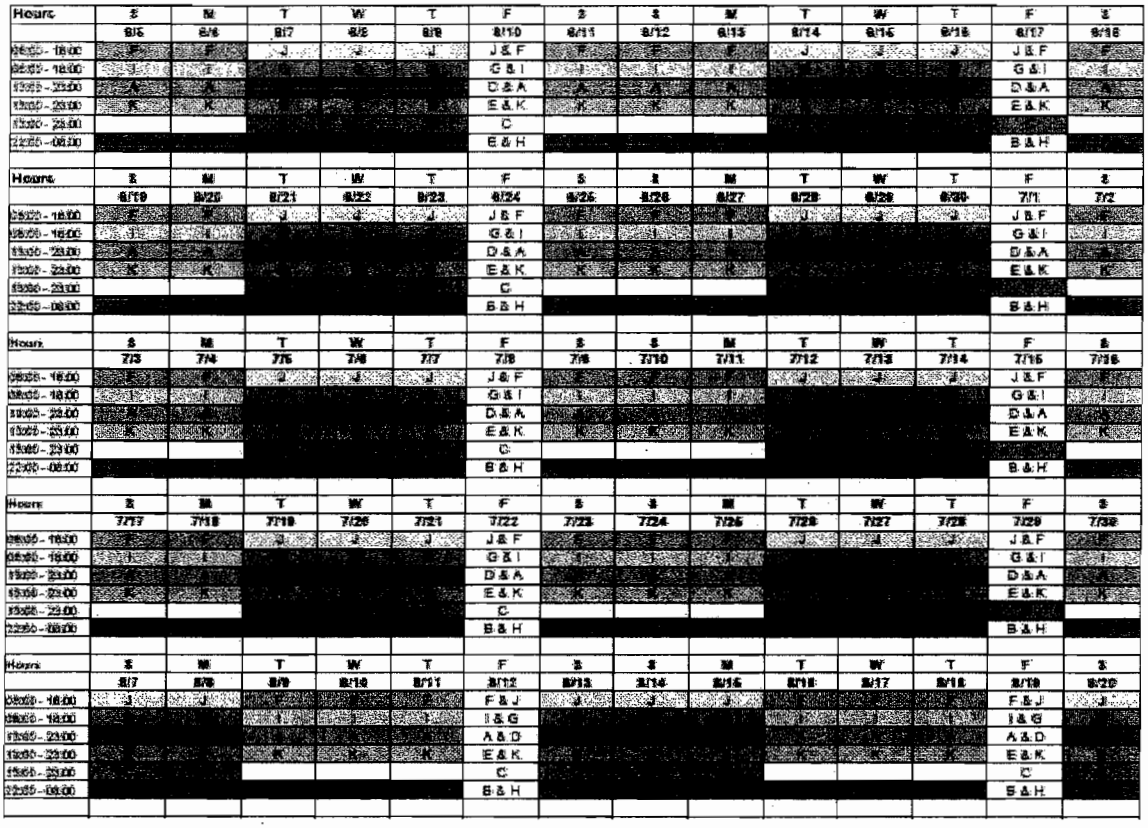

Figure 49 - Technician Schedule Template

ATTACHMENT B

CUTE SYSTEM ACRONYM LIST

ATTACHMENT B

CUTE SYSTEM ACRONYM LIST

Acronym List	
Acronym	**Full Name**
AODB / AOIS	Airport Operations Database
API	Application Program Interface
ATB	Automatic Ticket and Boarding Pass Printer
ATM	Asynchronous Transfer Mode
BGR	Boarding Gate Reader
BHS	Baggage Handling System
BRS	Baggage Reconciliation System
BTP	Bag Tag Printer
CMS	Cable Management System
CPU	Central Processing Unit
CSU / DSU	Channel Service Unit / Data Sharing Unit
CUTE	Common Use Terminal Equipment
DOT	Dot Matrix Printer
FIS	Federal Inspection Services
GUI	Graphical User Interface
IATA	International Air Transport Association
KB	Keyboard
LAN	Local Area Network
LBA	Local Boarding Application
LCD	Liquid Crystal Display
LDCS	Local Departure Control System
MAC	Moves, Adds and Changes
Mbps	Megabits Per Second
MSR	Magnetic Stripe Reader
MTBF	Mean Time Between Failure
MTTR	Mean Time to Repair
NIC	Network Interface Card
O/S	Operating System
OCR	Optical Character Recognition
OPDB	Operational Data Base
PNL	Passenger Name List
RAS	Remote Application Server
SMP	Symmetric Multi-Processing
SNMP	Simple Network Management Protocol
TCP/IP	Transmission Control Protocol / Internet Protocol
UL	Underwriters Laboratories Incorporated
UPS	Uninterruptible Power Supply
VLAN	Virtual Local Area Network
WAN	Wide Area Network
WS	Work Station

SECTION 4

SPECIAL PROVISIONS

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	**12 %**

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

October 2005

Section		Page
A.	Definitions	1
B.	General Information	3
C.	Certification	4
D.	Applied Contract Measures	4
	1. Set-asides	4
	2. Subcontractor goals	5
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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 Micro Enterprises 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

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.**

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:

From: _____ **To:** _____

Project Name: _____ **Project Goal:** _____%

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.

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:

ATTACHMENT C

SBD f/k/a DBD WORKSHEET

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

Dept. of Business Development

Project Worksheet

Project/Contract Title:	COMMON USE TERMINAL EQUIPMENT (CUTE) OPERATION & MAINTENANCE (O & M)(BID WAIVER)(SITA)	**RC Date:**	05/14/2008
Project/Contract No:	I113B	**Funding Source:**	**Item No:** 2-01A
Department:	MIAMI DADE AVIATION DEPARTMENT	INFO SYSTEM&TELE DIVISION OPER	
Estimated Cost of Project/Bid:	$17,742,819.00	**Resubmittal Date(s):**	02/20/2008

Description of Project/Bid: TO ESTABLISH A CONTRACT FOR THE COMMON USE TERMINAL EQUIPMENT (CUTE) OPERATION AND MAINTENANCE PROGRAM TO PROVIDE ALL LABOR AND TOOLS TO OPERATE AND MAINTAIN CUTE AT MIAMI INTERNATIONAL AIRPORT, ITS GENERAL AIRPORTS, AREA HOTELS, MIAMI SEAPORT AND OTHER AREAS DEEMED NECESSARY. THE PRIMARY PURPOSE OF CUTE IS TO PROVIDE A COMMON PLATFORM WITH FUNCTIONALITY TO HANDLE MULTIPLE AIRLINES CONCURRENTLY FROM A SINGLE CHECK-IN POSITION AND REDUCE PASSENGER WAIT TIME. CONTRACT TERMS ARE FIVE (5) YEARS WITH NO OPTION(S) TO RENEW PERIOD(S).

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	SBE	12.00%

Reasons for Recommendation

BID WAIVER (SITA)
26 SBE certified firms, 4 firms responded to Verification of Availability to Bid).

Commodity Codes:
91828 Computer Hardware Consulting.
91829 Computer Software Consulting.

Subject project is being resubmitted to reflect a change in contract terms, cost and an increase in the goal measure.
This is a bid waiver contract that is awarded to the firm SITA.

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Computer Hardware Consulting	SBE	$2,129,138.28	12.00%	4
Total		$2,129,138.28	12.00%	

Living Wages: YES [ ] NO [X]

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** 12% **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

Eduardo Villegas 5/14/08
Chairperson, Review Committee — Date

_____ _____
County Manager — Date

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MIAMI-DADE COUNTY

Business Development
111 NW 1st Street • 19th Floor
Miami, Florida 33128-1906
T 305-375-3111 F 305-375-3160

miamidade.gov

ADA Coordination
Agenda Coordination
Animal Services
Art in Public Places
Audit and Management Services
Aviation
Building
Building Code Compliance
Business Development
Capital Improvements
Citizens' Independent Transportation Trust
Commission on Ethics and Public Trust
Communications
Community Action Agency
Community & Economic Development
Community Relations
Consumer Services
Corrections & Rehabilitation
Cultural Affairs
Elections
Emergency Management
Employee Relations
Empowerment Trust
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
Government Information Center
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Services
Medical Examiner
Metro-Miami Action Plan
Metropolitan Planning Organization
Park and Recreation
Planning and Zoning
Police
Procurement Management
Property Appraisal
Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Task Force on Urban Economic Revitalization
Vizcaya Museum And Gardens
Water & Sewer

November 29, 2007

CERT. NO: 10731
APPROVAL DATE(s): 11/28/2007 - SBE
EXPIRATION DATE: 05/31/2008

Albert Dotson
PURYEAR, INC.
P. O. Box 013940
Miami, FL 33101-3940

Dear Mr. Dotson:

Small Business Development (SBD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Small Business Enterprise (SBE) in the categories listed below.

This certification is valid for twelve (12) months, expiring as noted above. This certification affords your company the opportunity to benefit from participation in county contracts with small business measures. Please note the trade categories listed below. These are the only sheltered market areas that your company is eligible to bid or participate in under your current certification.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you are required to notify this department in writing, immediately. It is of critical importance that current information regarding your company be updated. All inquiries or changes related to this certification should be directed to the SBD Certification Unit. An application for re-certification (a much shorter process) must be submitted and forwarded to this office within four (4) weeks of the referenced expiration date. Should your firm fail to re-certify, or lose its certification for any reason, the ability to work on contracts with measures will be affected.

We look forward to your participation and success in Miami-Dade County's small and/or disadvantaged business programs.

Sincerely,

Penelope Townsley, Director
Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
Upholstering Services (See Class 928 For Vehicle) (SBE)
Cable Construction, Installation And Maintenance (Fiber Optic, Communication, Computer, Etc.) (SBE)
Electrostatic Painting (SBE)
Installation And Removal Services (Not Otherwise Classified) (SBE)
Moving Services (SBE)
Computer Software Consulting (SBE)
Janitorial/Custodial Services (SBE)
Shoes, Casual, Men'S And Boy'S (SBE)
Belts, Cases, Holsters, Scabbards, Etc. (SBE)
File Folders; Expanding Envelopes; Wallets, Etc. (SBE)
File Folders, Hanging Type, And Accessories (SBE)
File Folders, Regular, Legal And Letter Sizes (SBE)
File Guides (SBE)
Holders, Form And Memo (Including Spindles) (SBE)

DBDR0024

Delivering Excellence Every Day

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MIAMI-DADE COUNTY

Business Development
111 NW 1st Street • 19th Floor
Miami, Florida 33128-1906
T 305-375-3111 F 305-375-3160

miamidade.gov

ADA Coordination
Agenda Coordination
Animal Services
Art in Public Places
Audit and Management Services
Aviation
Building
Building Code Compliance
Business Development
Capital Improvements
Citizens' Independent Transportation Trust
Commission on Ethics and Public Trust
Communications
Community Action Agency
Community & Economic Development
Community Relations
Consumer Services
Corrections & Rehabilitation
Cultural Affairs
Elections
Emergency Management
Employee Relations
Empowerment Trust
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
Government Information Center
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Services
Medical Examiner
Metro-Miami Action Plan
Metropolitan Planning Organization
Park and Recreation
Planning and Zoning
Police
Procurement Management
Property Appraisal
Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Task Force on Urban Economic Revitalization
Vizcaya Museum And Gardens
Water & Sewer

July 03, 2007

CERT. NO: 3913
APPROVAL DATE(s): 06/12/2007 - DBE
EXPIRATION DATE: 05/31/2010

Albert Dotson
PURYEAR, INC.
P. O. Box 013940 ,
Miami, FL 33101-3940

Dear Albert Dotson:

We are pleased to inform you that the Department of Business Development is now Small Business Affairs within the Department of Procurement Management. The department has completed its review of your application and attachments submitted for certification as a Disadvantaged Business Enterprise (DBE) and hereby approves your firm as a DBE in the categories listed below. Your DBE certification is valid for three (3) years, expiring as noted above and your firm will be included in our registry of certified business.

While DBE certification qualifies your firm to bid and participate on projects with DBE participation requirements, please note that this certification does not allow you to participate on projects with Community Small Business Enterprise, and/or Community Business Enterprise (CSBE/CBE) program requirements unless you are specifically certified in these programs. Please note that certification as a small business enterprise continues to be valid for one (1) year.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. All inquiries or changes related to this certification should be directed to the Certification Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. This department will forward to you an application for re-certification (a much shorter process) within four (4) weeks of the above expiration date.

We look forward to your participation in Miami-Dade County's small and/or disadvantaged business programs.

Sincerely,

Penelope Townsley, Interim Director
Small Business Affairs/Department of Procurement Management

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
All Other Personal Services (DBE)
All Other Support Services (DBE)
Janitorial Services (DBE)
Computer Systems Design Services (DBE)
Other Airport Operations (DBE)
Floor Covering Stores (DBE)

DBDR0024

July 03, 2007

Albert Dotson
PURYEAR, INC.
P. O. Box 013940 ,
Miami, FL 33101-3940

CERT. NO: 3913
APPROVAL DATE(s): 06/12/2007 - DBE
EXPIRATION DATE: 05/31/2010

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

Computer And Computer Peripheral Equipment And Software Wholesalers (DBE)
Other Professional Equipment And Supplies Wholesalers (DBE)

DBDR0024

SITA

Regional Customer Service & Operations
Miami International Airport
P.O. Box 7831
Miami, Florida 33299-7831
USA

Phone: +1 (305) 869-4808

www.sita.aero

May 13, 2008

Mr. Maurice Jenkins
Manager, Information Technology & Telecommunications
Miami-Dade Aviation Department

Dear Mr. Jenkins:

Thank you for your consideration of the renewal of SITA's CUTE Operation & Maintenance contract.

As discussed, we have made contact with a few local companies to subcontract some of the work performed by SITA at Miami International Airport.

The companies we have selected include:

- Puryear, Inc., a company we are currently working with at MIA, and hopefully other airports we bring on line. Puryear has provided us with proof of SBE certification, which we sent on to your staff.
- A.S.E. Telecom & Data, Inc., a company with which we recently started to work. They provide us with contracted staff to carry out the incident resolution part of our current contract. A.S.E has also provided us with a letter showing them as certified by Miami-Dade County.
- Electronic Media System. This company is in the process of obtaining their certification as a SBE with Miami-Dade County. Should they be unable to complete this process by initiation of our contract with the airport, we'll replace them with another enterprise, or obtain more assistance from the two above companies.

SITA plans to provide a total of 12% participation shared equally among above companies.

Under the current contract, SITA has encountered some challenges in meeting or exceeding our minority measures objectives, as we found that the classifications under which our contract was signed no longer existed, and one of our selected companies has evidently gone out of business. To offset this deficit in our committed numbers, we chose to give more business to the other two enterprises we had selected, and invited another company, certified DBE & SBE, to provide us with assistance. We are very pleased to inform you that we currently stand at 97% of goal, and expect to be at or above 102% of goal by project completion on June 30, 2008.

As ever, if you require further information on this matter, please do not hesitate to contact me.

Sincerely,

Leila S. Gaines
Senior Territory Manager
Southeast & Florida Airports

Regional Customer Service & Operations
Miami International Airport
P.O. Box 7831
Miami, Florida 33299-7831
USA

Phone: +1 (305) 869-4808

www.sita.aero

Small Business Enterprise Contract – SITA CUTE Operations & Maintenance

This Agreement is made as of May 2, 2008 (the "Effective Date") by and between (i) SITA Information Networking Computing USA Inc., a corporation in the State of Delaware ("SITA") with offices at 3100 Cumberland Boulevard, Atlanta, GA 30339, and (ii) A S E Telecom & Data, Inc., Inc. ("A S E.") with offices at 8545 NW 29th St., Miami, FL 33122. This Agreement is null and void if the contemplated CUTE Operations and Maintenance Agreement (the "Prime Agreement") is not executed between Miami-Dade Aviation Department ("MDAD") and SITA prior to July 1, 2008. This Agreement supersedes any previous agreements entered into by SITA and ASE, and is contingent on ASE having and maintaining its status as a Small Business Enterprise ("SBE") certified by Miami-Dade County ("the County").

RECITALS

A S E desires to perform, and SITA desires to have A S E perform services as an independent contractor to SITA.

NOW, THEREFORE, the parties agree as follows:

1. **Services**
   1.1. Performance: A S E shall perform the services ("Services") described in this document and in Attachment A.
   1.2. Payment: As compensation for the performance of Services, SITA will pay A S E as a Small Business Enterprise for work performed as specified in this document. The total value of the Agreement will be 4% of the annual base (between MDAD and SITA) under the Prime Contract. A S E will invoice SITA monthly, and be paid no later than thirty (30) calendar days of receipt of A S E's proper invoice by SITA, in accordance with Miami-Dade County prompt payment requirements.

2. **Relationship of Parties**

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

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

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

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

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

5. **Termination and Expiration**
4.1 SITA may terminate this Agreement for any reason, giving A S E the same notice that may have been received from MDAD under the Prime Agreement.
4.2 Either party may terminate this Agreement in the event of a breach by the other party of this Agreement if such breach continues uncured for a period of ten (10) business days after written notice.
4.3 Unless terminated earlier, this Agreement will expire upon the completion of the Prime Agreement.
4.4 Upon the expiration or termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiration or termination

DP

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

7. **Scope of work**
A S E will provide technical support for MDAD's Common Use Terminal Equipment ("CUTE") system, as supplied by SITA to MDAD under project I113A with respect to the Prime Agreement that shall include support, maintenance, installation and all other work assigned by SITA in execution of the Operation & Maintenance of the CUTE system. Site Technicians will be required to have knowledge of the CUTE system and participate in any training deemed necessary by SITA or MDAD. The Site Technicians will be required to meet or exceed all performance requirements of the CUTE Operations & Maintenance between MDAD and SITA. The support coverage is 24 hours per day, seven days per week, and includes all major Holidays. The prospective A S E employee(s) must be willing to work in shifts, including overnights, weekends and all major Holidays, as directed by SITA.

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

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

10. **General**
9.1 Governing Law: Severability. This Agreement will be governed by and construed in accordance with the laws of the State of Florida excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this

Agreement will continue in full force and effect.

9.2 Notices: Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, or by a recognized express courier at the addresses specified below or such other address as the parties specify in writing. Such notices will be effective upon receipt as documented by the delivery medium.

9.3 Complete Understanding – Modification: This Agreement constitutes the complete and exclusive understanding of this Agreement by the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, notification or amendment of any provision of this Agreement will be effective only in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the effective date of the Maintenance Contract Effective Date.

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

By: _____

Title: RVP, NAM

Date: 5/7/08

A S E, Inc.
8545 NW 29th St, Miami, FL 33122

By: _____

Title: VP of Operations

Date: 5/12/08

Attachment A:

A S E Site Technician Job Description

POSITION PURPOSE

Ensure that the equipment constituting the SITA CUTE (Common User Terminal Equipment) system is correctly installed, operated and well maintained.

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

KEY TASKS & RESPONSIBILITIES

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

CANDIDATE PROFILE

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

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

Regional Customer Service & Operations
Miami International Airport
P.O. Box 7831
Miami, Florida 33299-7831
USA

Phone: +1 (305) 869-4808

www.sita.aero

Small Business Enterprise Contract – SITA CUTE Operations & Maintenance

This Agreement is made as of May 2, 2008 (the "Effective Date") by and between (i) SITA Information Networking Computing USA Inc., a corporation in the State of Delaware ("SITA") with offices at 3100 Cumberland Boulevard, Atlanta, GA 30339, and (ii) Electronic Media Systems ("EMS") with offices at 10460 NW 46th Street, Miami, Florida 33178. This Agreement is null and void if the contemplated CUTE Operations and Maintenance Agreement (the "Prime Agreement") is not executed between Miami-Dade Aviation Department ("MDAD") and SITA prior to July 1, 2008. This Agreement supersedes any previous agreements entered into by SITA and EMS, and is contingent on EMS having and maintaining its status as a Small Business Enterprise ("SBE") certified by Miami-Dade County ("the County").

RECITALS

EMS desires to perform, and SITA desires to have EMS perform services as an independent contractor to SITA.

NOW, THEREFORE, the parties agree as follows:

1. **Services**
   1.1. Performance: EMS shall perform the services ("Services") described in this document and in Attachment A.
   1.2. Payment: As compensation for the performance of Services, SITA will pay EMS as a Small Business Enterprise for work performed as specified in this document. The total value of the Agreement will be 4% of the annual base (between MDAD and SITA) under the Prime Contract. EMS will invoice SITA monthly, and be paid no later than thirty (30) calendar days of receipt of EMS's proper invoice by SITA, in accordance with Miami-Dade County prompt payment requirements.

2. **Relationship of Parties**

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

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

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

3. **Confidential Information and Ownership of Documents**

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

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

5. **Termination and Expiration**

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

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

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

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

6. **Limitation of Liability**

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

7. **Scope of work**

EMS will provide technical support for MDAD's Common Use Terminal Equipment ("CUTE") system, as supplied by SITA to MDAD under project I113A with respect to the Prime Agreement that shall include support, maintenance, installation and all other work assigned by SITA in execution of the Operation & Maintenance of the CUTE system. Site Technicians will be required to have knowledge of the CUTE system and participate in any training deemed necessary by SITA or MDAD. The Site Technicians will be required to meet or exceed all performance requirements of the CUTE Operations & Maintenance between MDAD and SITA. The support coverage is 24 hours per day, seven days per week, and includes all major Holidays. The prospective EMS employee(s) must be willing to work in shifts, including overnights, weekends and all major Holidays, as directed by SITA.

8. **Required Insurance**

EMS shall maintain the following insurance throughout the performance of this Contract until expiration of the Prime Contract. Certificates of insurance are acceptable for the following items:

- Worker's Compensation, as required by Florida Statutes Chapter 440;
- Automobile Liability Insurance, covering all owned, non-owned, leased and hired vehicles used in conjunction with the work in an amount not less than $1,000,000 combined single limit for bodily injury and property damage liability, or any amounts mandated by MDAD;
- Public Liability Insurance, on a comprehensive basis, including Contractual Liability, in an amount not less than $5,000,000 combined single per occurrence for bodily injury and property damage, or any amounts mandated by MDAD; SITA and MDAD must be shown as an additional insured with respect to this coverage.

9. **E-Mail**

All EMS employees providing services to SITA will receive a SITA e-mail account and will be expected to read and reply in a timely manner, daily. The exception to this would be vacations or approved days off that they are not on call. There shall be no inappropriate e-mails used by EMS employees which includes but is not limited to illegal file-sharing, pornographic materials, etc.

10. **General**

9.1 Governing Law: Severability. This Agreement will be governed by and construed in accordance with the laws of the State of Florida excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.

9.2 Notices: Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, or by a recognized express courier at the addresses specified below or such other address as the parties specify in writing. Such notices will be effective upon receipt as documented by the delivery medium.

9.3 Complete Understanding – Modification: This Agreement constitutes the complete and exclusive understanding of this Agreement by the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, notification or amendment of any provision of this Agreement will be effective only in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the effective date of the Maintenance Contract Effective Date.

SITA Information Networking Computing USA Inc.	**EMS, Inc.**
3100 Cumberland Blvd, Suite 200, Atlanta, GA 30339	10460 NW 46th Street, Miami, FL 33178
By: _____	By: _____
Title: RVP, NAM	Title: President
Date: 5/07/08	Date: 5/5/08

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Attachment A:

EMS Site Technician Job Description

POSITION PURPOSE

Ensure that the equipment constituting the SITA CUTE (Common User Terminal Equipment) system is correctly installed, operated and well maintained.

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

KEY TASKS & RESPONSIBILITIES

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

CANDIDATE PROFILE

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

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

Regional Customer Service & Operations
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P.O. Box 7831
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USA

Phone: +1 (305) 869-4808

www.sita.aero

Small Business Enterprise Contract – SITA CUTE Operations & Maintenance

This Agreement is made as of May 2, 2008 (the "Effective Date") by and between (I) SITA Information Networking Computing USA Inc., a corporation in the State of Delaware ("SITA") with offices at 3100 Cumberland Boulevard, Atlanta, GA 30339, and (II) Puryear, Inc. a corporation in the State of Florida ("Puryear") with offices at 16155 SW 117th Avenue, Suite 12, Miami, FL 33177. This Agreement is null and void if the contemplated CUTE Operations and Maintenance Agreement (the "Prime Agreement") is not executed between Miami-Dade Aviation Department ("MDAD") and SITA prior to July 1, 2008. This Agreement supersedes any previous agreements entered into by SITA and Puryear, and is contingent on Puryear having and maintaining its status as a Small Business Enterprise ("SBE") certified by Miami-Dade County ("the County").

RECITALS

Puryear desires to perform, and SITA desires to have Puryear perform services as an independent contractor to SITA.

NOW, THEREFORE, the parties agree as follows:

1. **Services**
   1.1. Performance: Puryear shall perform the services ("Services") described in this document and in Attachment A.
   1.2. Payment: As compensation for the performance of Services, SITA will pay Puryear as a Small Business Enterprise for work performed as specified in this document. The total value of the Agreement will be 4% of the annual base (between MDAD and SITA) under the Prime Contract. Puryear will invoice SITA monthly, and be paid no later than thirty (30) calendar days of receipt of Puryear's proper invoice by SITA, in accordance with Miami-Dade County prompt payment requirements.

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

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

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

3. **Confidential Information and Ownership of Documents**

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

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

5. **Termination and Expiration**

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

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

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

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

6. **Limitation of Liability**

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

7. **Scope of work**

Puryear will provide technical support for MDAD's Common Use Terminal Equipment ("CUTE") system, as supplied by SITA to MDAD under project I113A with respect to the Prime Agreement, which shall include support, maintenance, installation and all other work assigned by SITA in execution of the Operation & Maintenance of the CUTE system. Site Technicians will be required to have knowledge of the CUTE system and participate in any training deemed necessary by SITA or MDAD. The Site Technicians will be required to meet or exceed all performance requirements of the CUTE Operations & Maintenance between MDAD and SITA. The support coverage is 24 hours per day, seven days per week, and includes all major Holidays. The prospective Puryear employee(s) must be willing to work in shifts, including overnights, weekends and all major Holidays, as directed by SITA.

8. **Required Insurance**

Puryear shall maintain the following insurance throughout the performance of this Contract until the CUTE Operations & Maintenance Contract has expired. Certificates of insurance are acceptable for the following items:

- Worker's Compensation, as required by Florida Statutes Chapter 440;
- Automobile Liability Insurance, covering all owned, non-owned, leased and hired vehicles used in conjunction with the work in an amount not less than $1,000,000 combined single limit for bodily injury and property damage liability, or any amounts mandated by MDAD;
- Public Liability Insurance, on a comprehensive basis, including Contractual Liability, in an amount not less than $5,000,000 combined single per occurrence for bodily injury and property damage, or any amounts mandated by MDAD; SITA and MDAD must be shown as an additional insured with respect to this coverage.

9. **E-Mail**

All Puryear employees assigned to this contract will receive a SITA e-mail account and will be expected to read and reply in a timely manner, daily. The exception to this would be vacations or approved days off that they are not on call. There shall be no inappropriate e-mails used by Puryear employees which includes but is not limited to illegal file-sharing, pornographic materials, etc.

10. **General**

9.1 Governing Law: Severability. This Agreement will be governed by and construed in accordance with the laws of the State of Florida excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this

Agreement will continue in full force and effect.

9.2 Notices: Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, or by a recognized express courier at the addresses specified below or such other address as the parties specify in writing. Such notices will be effective upon receipt as documented by the delivery medium.

9.3 Complete Understanding – Modification: This Agreement constitutes the complete and exclusive understanding of this Agreement by the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, notification or amendment of any provision of this Agreement will be effective only in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the effective date of the Maintenance Contract Effective Date.

SITA Information Networking Computing USA Inc.	**Puryear, Inc.**
3100 Cumberland Blvd, Suite 200, Atlanta, GA 30339	16155 SW 117th Avenue, Suite 12, Miami, FL 33177
By: _____	By: _____
Title: RVP NAM	Title: SP. OPERATIONS
Date: 5/7/08	Date: 5/1/08

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Attachment A:

Puryear Site Technician Job Description

POSITION PURPOSE

Ensure that the equipment constituting the SITA CUTE (Common User Terminal Equipment) system is correctly installed, operated and well maintained.

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

KEY TASKS & RESPONSIBILITIES

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

CANDIDATE PROFILE

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

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

SECTION 5

PAYMENT SCHEDULE/ O&M QUANTITIES AND PRICING

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	12 %

CONTRACT TIME: All Operation and Maintenance (O&M) work under this Contract shall be accomplished during a term of five (5) years. 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 Payment Schedule/O&M Quantities and Pricing herein.

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.

ITEM NO.	DESCRIPTION OF ITEM	CONTRACT	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	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	Administrator(s) and Techs Salaries and Fully Loaded Salaries, Travel, Training, Consultancy and Contractors, and Other Personnel Costs		1	$1,483,620.00	$1,483,620.00	1	$1,483,620.00	$1,483,620.00	1	$1,483,620.00	$1,483,620.00	1	$1,710,948.00	$1,710,948.00	1	$1,778,688.00	$1,778,688.00	**$7,940,496.00**
2	Airside Vehicle Insurance/maintenance/supplies	N/A	1	$5,412.00	$5,412.00	1	$5,412.00	$5,412.00	1	$5,412.00	$5,412.00	1	$5,724.00	$5,724.00	1	$5,232.00	$5,232.00	**$27,192.00**
3	Performance Bond	N/A	1	$137,472.03	$137,472.03	1	$137,472.03	$137,472.03	1	$137,472.03	$137,472.03	1	$166,380.03	$166,380.03	1	$161,160.00	$161,160.00	**$739,956.12**
4	Premises and Insurance	N/A	1	$3,468.00	$3,468.00	1	$3,468.00	$3,468.00	1	$3,468.00	$3,468.00	1	$3,792.00	$3,792.00	1	$3,468.00	$3,468.00	**$17,664.00**
5	SBE Contractors	N/A	1	$412,188.00	$412,188.00	1	$412,188.00	$412,188.00	1	$412,188.00	$412,188.00	1	$458,952.00	$458,952.00	1	$497,880.00	$497,880.00	**$2,193,396.00**
6	SBE Measures 12%			12.64%			12.27%			12.19%			12.13%			12.72%		**$0.00**
7	Hardware Credit	N/A	1	$25,000.00	$25,000.00	1	$25,000.00	$25,000.00	1	$25,000.00	$25,000.00	1	$25,000.00	$25,000.00	1	$100,000.00	$100,000.00	**$200,000.00**
8	SUBTOTAL				$2,067,160.03			$2,067,160.03			$2,067,160.03			$2,370,796.03			$2,546,428.00	**$11,118,704.12**
SOFTWARE EXTENDED WARRANTY																		
9	CUTE Core System Software	N/A	1	$293,364.00	$293,364.00	1	$293,364.00	$293,364.00	1	$293,364.00	$293,364.00	1	$312,936.00	$312,936.00	1	$293,376.00	$293,376.00	**$1,486,404.00**
10	CUSS Core System Software	N/A	1	$55,080.00	$55,080.00	1	$55,080.00	$55,080.00	1	$55,080.00	$55,080.00	1	$59,976.00	$59,976.00	1	$55,080.00	$55,080.00	**$280,296.00**
11	BagMessage Platform	N/A	1	$43,644.00	$43,644.00	1	$43,644.00	$43,644.00	1	$43,644.00	$43,644.00	1	$47,772.00	$47,772.00	1	$43,704.00	$43,704.00	**$222,408.00**
12																		
13																		
14	SUBTOTAL				$392,088.00			$392,088.00			$392,088.00			$420,684.00			$392,160.00	**$1,989,108.00**
HARDWARE EXTENDED WARRANTY																		
15	IER ATB	708	459	$233.17	$107,025.03	654	$233.17	$152,493.18	654	$248.82	$162,728.28	654	$289.52	$189,346.08	654	$282.28	$184,611.12	**$796,203.69**
16	IER BTP	603	371	$198.36	$73,591.56	560	$198.37	$111,087.20	560	$210.56	$117,913.60	560	$245.70	$137,592.00	560	$238.71	$133,677.60	**$573,861.96**
25	IER BGR	157	109	$332.36	$36,227.24	157	$332.41	$52,188.37	157	$353.27	$55,463.39	157	$411.44	$64,596.08	157	$399.06	$62,652.42	**$271,127.50**
23	CUSS Kiosk	51	51	$1,068.00	$54,468.00	51	$1,068.00	$54,468.00	51	$1,068.00	$54,468.00	51	$1,164.00	$59,364.00	51	$1,068.00	$54,468.00	**$277,236.00**
27	CORE Room Servers	1	1	$9,468.00	$9,468.00	1	$9,468.00	$9,468.00	1	$9,468.00	$9,468.00	1	$10,332.00	$10,332.00	1	$9,468.00	$9,468.00	**$48,204.00**
18	IWS	987	588	$50.83	$59,115.29	806	$35.87	$59,113.76	806	$35.87	$59,113.76	806	$39.50	$65,096.00	806	$36.13	$59,542.24	**$301,981.05**
19	LCD Monitor for IWS	875	575			842			842			842			842			
17	DCP	227	129			195			195			195			195			
20	RTE Scanner	804	440			0			0			0			0			
21	IND Keyboard	24	3	N/A	$139,908.00	3	N/A	$139,908.00	3	N/A	$139,908.00	3	N/A	$144,828.00	3	N/A	$148,633.68	**$713,185.68**
22	Desko Keyboard	111	0			332			472			472			472			
26	Cisco Switch	0	1			0			0			0			0			
28	Gateways	20	20			20			20			20			20			
29																		
30																		
31																		
32																		
33																		
34	SUBTOTAL				$479,803.12			$578,726.51			$599,063.03			$671,154.16			$653,053.06	**$2,981,799.88**
	TOTAL			**$244,920.93**	**$2,939,051.15**		**$253,164.55**	**$3,037,974.54**		**$254,859.26**	**$3,058,311.06**		**$288,552.85**	**$3,462,634.19**		**$299,303.42**	**$3,591,641.06**	**$16,089,612.00**
ALOWANCE ACCOUNT																		
35	General Allowance at 10%	N/A	1	$321,792.24	$321,792.24	1	$321,792.24	$321,792.24	1	$321,792.24	$321,792.24	1	$321,792.24	$321,792.24	1	$321,792.24	$321,792.24	**$1,608,961.20**
36		N/A																
37		N/A																
38		N/A																
39	SUBTOTAL				$321,792.24			$321,792.24			$321,792.24			$321,792.24			$321,792.24	**$1,608,961.20**
40	GRAND TOTAL				$3,260,843.39			$3,359,766.78			$3,380,103.30			$3,784,426.43			$3,913,433.30	**$17,698,573.20**

Notes:
a) Contract duration is 5 years.
b) Contract I113A quantities are as per work order no. 1-22. - Kisok are Quantity 51 and will be revised with a change order when additional Kiosk are purchased.
c) Consumables such as paper, print and magnetic heads are not included.
d) [Line Item #35] General allowance account is to accommodate future additions, modifications and adjustments to the hardware and software.

SECTION 6

AFFIDAVITS

SECTION 6 - AFFIDAVITS

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

This sworn statement is submitted for:

PROJECT TITLE Common Use Terminal Equipment (CUTE) Operations & Maintenance (O&M)

PROJECT NUMBER I113B_____

COUNTY OF Miami-Dade_____

STATE OF Florida_____

Before me the undersigned authority appeared Mark Gallagher, 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

SITA INFORMATION NETWORKING COMPUTING USA INC.
(Name of Entity)

3100 Cumberland Boulevard, Atlanta, Georgia, 30339, USA
(Address of Entity)

5 / 2 - 2 / 0 / 8 / 6 / 5 / 2 / 9
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

Other Authorized Officer
(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.]**

__X___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:

   SITA INFORMATION NETWORKING COMPUTING USA INC.
   3100 Cumberland Boulevard
   Atlanta, Georgia, 30339, USA

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.

   Francesco Violante
   President
   26 Chemin de Joinville, P.O. Box 31, 1216 Cointrin – Geneva, Switzerland

   Colm O'Higgins
   Vice-President and Treasurer
   26 Chemin de Joinville, P.O. Box 31, 1216 Cointrin – Geneva, Switzerland

   [Vacant]

   David Greaves
   Corporate Secretary
   26 Chemin de Joinville, P.O. Box 31, 1216 Cointrin – Geneva, Switzerland

   Alain Brodeur
   Assistant Corporate Secretary
   26 Chemin de Joinville, P.O. Box 31, 1216 Cointrin – Geneva, Switzerland

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.

Francesco Violante
26 Chemin de Joinville, P.O. Box 31, 1216 Cointrin – Geneva, Switzerland

Colm O'Higgins
26 Chemin de Joinville, P.O. Box 31, 1216 Cointrin – Geneva, Switzerland

[Vacant]

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.

SITA N.V., Heathrowstraat 10, 1043 CH Amsterdam, The Netherlands - (100%)

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.

N/A

6. If the transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary.

N/A

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:

N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

1. Does your firm have a collective bargaining agreement with its employees?

☐ Yes **X** No

2. Does your firm provide paid health care benefits for its employees?

X 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:	392	Males	178	Females
Asian:	48	Males	21	Females
Black:	63	Males	61	Females
Native American:	3	Males	1	Females
Hispanics:	39	Males	18	Females
Alaskan Natives:	3	Males	1	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)			
8/13/2002	$15,498,645.84	$ ongoing Current: $21,248,645.84	37 %

Name of Dept. & Summary of Services Performed: Miami-Dade Aviation Department (MDAD) Common Use Terminal Equipment (CUTE)

Litigation Arising out of Contract: n/a

(2)			
	$	$	%

Name of Dept. & Summary of Services Performed: n/a

Litigation Arising out of Contract:

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: n/a

Litigation Arising out of Contract: _____

(4)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed: n/a

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? Incorporated in the US on 02 February 1998.

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:

X 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. _____ and the expiration date of _____ ** _____.**Note: SITA has an Affirmative Action Plan which we can and will file with Miami-Dade County Department of Business Development.

☐ 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 Vice President

Date 3/11/08

STATE OF:

COUNTY OF:

The above certifications/verifications were acknowledged before me this 11th day of March, 2008,

by Mark Gallagher, (Authorized Representative)

of SITA, (Name of Corporation, Partnership, etc.)

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

(Signature of Notary)

Carol A. Vanner

(Print Name)

Notary Stamp or Seal:

CAROL A. VANNER
NOTARY PUBLIC, COBB COBB COUNTY, GA
MY COMMISSION EXPIRES FEB. 02, 2009

Notary Commission Number: _____

My Commission Expires: 2/2/09

ATTACHMENT D

CONTRACT BETWEEN SITA AND THE SUBCONSULTANTS

SUBCONTRACTOR/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE

Firm Name of Prime Entity/Respondent: _____ Project No. I113B

Project Name: CUTE O&M

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
Puryear, Inc., 16155 SW 117th Avenue, Suite 12, Miami, FL 33177	Jonathan Dotson	Provide Computer Technicians	$707.942.93	M	Af-Am.
A S E Telecom & Data, Inc. 8545 NW 29th St., Miami, FL 33122.	Danny Perez	Provide Computer Technicians	$707.942.93	M	Hisp.
Electronic Media Systems 10460 NW 46th St., Miami, FL 33178	Scott Phillips	Provide Computer Technicians	$707.942.93	M	Cauc.
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner)**	
				Gender	**Race**

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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 | Leila S. Gaines Print Name | Senior Territory Manager Print Title | 5-09-08 Date

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.)

SITA

March 13, 2008

3100 Cumberland Boulevard
Atlanta
Georgia 30339
USA

Telephone
+1 770 850 4500

http://www.sita.aero

Miami-Dade County Florida
Office of the Clerk
Stephen P. Clark Center
17th Floor, Suite 202
111 NW 1st Street
Miami, Florida 33128

RE: SUBCONTRACTING POLICY AND PROCEDURES STATEMENT

Dear Sir or Madam:

Per your request for SITA's Subcontracting Policies and Procedures Statement pursuant to Section 2-8.8(4) of the Code, please find the requested information below.

For every contract, customer satisfaction is SITA's top priority. Therefore, it is SITA's policy to subcontract according to our customer's requirements and preferences for each individual project. For example, if our customer requires a certain percentage of a contract to be subcontracted to minority-owned businesses, that we use only local subcontractors, or that we utilize only certain subcontractors, SITA will comply with these requirements.

If customer requirements and/or preferences are not specifically stated, it is SITA's policy to solicit bids from all qualified firms, regardless of ownership, and to negotiate with at least three (3) subcontractors if necessary, and to make a final selection based on price. Because SITA takes full responsibility for the performance of our subcontractors, our policy is to work only with qualified and experienced subcontractors. In order to determine whether subcontractors are suitably qualified and experienced subcontractors, SITA considers many factors, including:

- Past performance with the customer and/or SITA;
- Historically competitive prices;
- Direct relevant experience;
- Qualification and availability of key staff;
- Ability to meet project-specific requirements;
- Location and/or proximity to project;
- Potential conflicts of interest

SITA shall purchase all commodities, equipment, and services through normal purchasing procedures implemented by department heads, supervisors, and others responsible for purchasing for SITA. The following bidding procedures shall be utilized:

- SITA will welcome all qualified and responsible local subcontractors to bid.
- Written or faxed quotes will be obtained from at least three (3) businesses and award will go to the lowest qualified and responsible bidder. If prices are higher than SITA's expectations, SITA will negotiate with the three lowest bidders and obtain "best and final" prices, after which award will go to the lowest qualified and responsible bidder.

- All necessary information will be provided to all potential subcontractors. The same information will be provided to all subcontractors.
- All potential subcontractors will have access to meet with a SITA representative in a timely manner to discuss the requirements of the project if desired.
- All quotes sent to SITA will receive full and complete consideration and will be reviewed thoroughly.

Best regards,

Mark Gallagher
Vice President
SITA Information Networking Computing, USA, Inc.

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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)

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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: _____

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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)

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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: _____

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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: _____

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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)

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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

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