

Memorandum



Date: January 22, 2013

To: Mario Goderich, Assistant Director
Business Affairs, Regulatory Economic Resources Department
Small Business Development

From: Milton L. Collins, Associate Director *MLC*
Miami-Dade Aviation Department, Minority Affairs Division

Subject: Common Use Terminal Equipment /Common Use Passenger Processing System
Project #1113C

REVISED RECOMMENDATION:

This is a request for the Small Business Development Division to approve the attached project in order for the Aviation Department to proceed with the **Common Use Terminal Equipment/Common Use Passenger Processing System, Project #1113C.**

The Minority Affairs Division staff has evaluated the subject project and recommends a 12% SBE Goal as the contract measure, as set forth in Implementing Order #3-41, the attached MDAD Contract Measures Analysis Worksheet findings and other supporting documents. The term of this Agreement is for seven (7) years.

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

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

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

The estimated contract amount is \$30,641,991.00. This project will be funded from the Information Systems and Telecommunications Division Operating Budget. See attached Schedule of Pricing.

A Bid Waiver contract is requested by the Miami-Dade Aviation Department that requires the services of SITA Information Networking Computing USA Inc., and Electronic Media Systems, Inc. (In the process of SBE Re-Certification Renewal) to provide Common Use Passenger Processing System for Miami-Dade Aviation Department.

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The proposed participation goal is twelve percent (12%). The SBE Goal would calculate as \$3,677,038.92.

SCOPE OF WORK:

The Commodity Codes that were previously utilized are as follows:

#91828: Computer Hardware Consulting and #91829: Computer Software Consulting. As an attachment is the previous Project Worksheet.

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

The Contractor shall provide all labor and tools to operate and maintain the CUPPS at Miami International Airport, its General Aviation Airports, Miami area hotels, the Miami Seaport and other areas deemed necessary. The Contractor shall provide expert on-site and off-site software system support including: First Level, Second Level, and Third level support for hardware repair, system maintenance and other facets of the CUPPS system.

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

- As specified for the CUPPS and hardware which is specific to the Contractor system;
- Final connection of hardware to cabling infrastructure (patch cords connecting the CUPPS to the data outlets and or County's Local Areas Network (LAN));
- Any system required CSU/DSUs, Switches, Routers and Configuration;
- CUPPS Software, Local Departure Control System (LDCS), Terminal Emulators and any other software, interfaces or hardware required to make the system fully operational as specified herein;
- Provide daily CUTE/CUPPS usage data to the Airport Operation Information System (AOIS);
- Network and Diagnostic Monitoring and Remote Access capabilities;
- Fully redundant Systems in two (2) separate computer rooms;
- Computer rooms miscellaneous equipment cabinets, racks and all other equipment room devices and cables needed for System operation;
- Host Gateways;
- Gateways with ability to perform tracing traffic between and application and gateway;
- Shall be designed such that the implemented CUPPS meets the functional, operational, and performance requirements specified herein;
- Transportation, receipt, unpacking, uncrating, installation and setup of all Systems (hardware and software);
- Coordination with Airlines and their host systems/gateways;
- Coordination of cabling terminations/assignments in the equipment rooms;
- Coordination with Network and Millwork Contractors for each installation stage ;
- Replacement or Upgrade of existing CUTE System;
- Documentation;

- Network requirements (provide, test and certify all connect cabling);
- Software, hardware and System Warranty in accordance with the requirements stated herein;
- Bag Message in Central, North and South Terminal;

Common Use Terminal Equipment /
 Common Use Passenger Processing System
 Project #113C
 Page 3 of 3

- CUPPS core server hardware to include the domain controllers, management systems, ultrabac suite, usage servers and backup systems required for CUPPS operations;
- CUPPS software licenses for the CUPPS systems and workstation agents;
- Split core development including rack hardware, management hardware, operational setup charge, WAN migration charge for creating redundancy between the existing and the backup core rooms;

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

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

If you have questions, please contact me at (305) 876-7221 or C. Corrales at (305) 876-7992.

cc: V. Clark, SBD
 L. Johnson, SBD
 V. Walters, SBD
 T. Dip, MDAD
 M. Clark-Vincent, MDAD
 C. Corrales, MDAD
 Project File

REVISED MDAD's CONTRACT MEASURES AND ANALYSIS WORKSHEET

**To: Mario Goderich, Assistant Director
Business Affairs, Regulatory Economic Resources Department
Small Business Development**

**From: Milton L. Collins, Associate Director
Miami-Dade Aviation Department
Minority Affairs Division**



**PROJECT/CONTRACT TITLE: Common Use Terminal Equipment/
Common Use Passenger Processing
System**

PROJECT/CONTRACT NUMBER: I113C

DEPARTMENT: Miami Dade Aviation Department

ESTIMATED PROJECT COST: \$30,641,991.00

**FUNDING SOURCE: Information Systems and
Telecommunications Division
Operating Budget**

DESCRIPTION OF PROJECT/BID:

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

CONTRACT MEASURES RECOMMENDATION:

Measures 12% SBE Goal

REASONS FOR RECOMMENDATION:

Analysis of the factors contained in Implementing Order #3-41 indicates that an SBE Goal is appropriate for this contract.

ANALYSIS FOR RECOMMENDATION OF A SUBCONTRACTOR GOAL:

Estimated Cost	% of Item to Base Bid	Availability
\$3,677,038.92	12%	3

SCHEDULE OF PRICING

(All prices in U.S. Dollars)

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

PROJECT NO.: **I113C**

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

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

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

Small Business Enterprise Subcontract Agreement
for
MDADSITA Common Use Passenger Processing System
between
SITA Information Networking Computing USA Inc. and Electronic Media Systems, Inc.

This Subcontract Agreement (this "**Agreement**") is entered into this ___th day of _____ 20__ (the "Effective Date"), between SITA Information Networking Computing USA Inc., a Delaware corporation ("SITA"), with offices at 3100 Cumberland Boulevard, Atlanta, GA 30339) and Electronic Media Systems, Inc. ("EMS") with offices at 10460 NW 46th Street, Miami, Florida 33178 for a Project known as the Common Use Passenger Processing Systems for Miami-Dade Aviation Department ("MDAD") (the "**Project**"). The Services described herein shall be performed in accordance with the Prime Contract Common Use Passenger Processing Systems Agreement dated _____ (the "**Prime Contract**") between SITA and Miami-Dade Aviation Department ("MDAD"), and in accordance with all plans, specifications, addenda and other Contract Documents attached to or incorporated into the Prime Contract for the Project. This Agreement is null and void if the contemplated Common Use Passenger Processing Systems Agreement (the "Prime Agreement") is not executed between Miami-Dade Aviation Department ("MDAD") and SITA prior to July 1, 2013, or if EMS fails to qualify as a County-approved Small Business Enterprises ("SBE") in Miami-Dade County.

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

1. Services

- 1.1. **Performance:** 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, the fees as specified in Attachment B. The total value of the Agreement will not be more than 6% of the annual base (between MDAD and SITA) under the Prime Contract. 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

- 2.1 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.

- 2.2 EMS shall designate an officer 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.
- 2.3 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** 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. **Ownership of Documents**
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**
- 5.1 SITA may terminate this Agreement in the event of termination of the Prime Agreement, giving EMS the same notice that may have been received from MDAD under the Prime Agreement.
- 5.2 Either party may terminate this Agreement in the event of a breach by the other party of this Agreement if such breach continues uncured for a period of ten (10) business days after written notice.
- 5.3 Unless terminated earlier, this Agreement will expire upon the completion of the Prime Agreement.
- 5.4 Upon the expiration or termination of this Agreement, 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 site technicians or other required personnel for MDAD's Common Use Passenger Processing Systems ("CUPPS"), as supplied by SITA to MDAD with respect to the Prime Agreement that shall include support, maintenance, installation and all other work assigned by SITA in execution of its CUPPS contract with MDAD. All EMS personnel will be required to have knowledge of CUPPS and participate in any training deemed necessary by SITA or MDAD. The EMS personnel will be required to meet or exceed all performance requirements of the CUPPS Contract between MDAD and SITA. The support coverage is 24 hours per day, seven days per-week, and includes all major Holidays. The prospective 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 the CUPPS Contract has expired. Certificates of Insurance are acceptable for the following items:

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

9. **E-Mail**

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

10. **General**

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

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

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

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

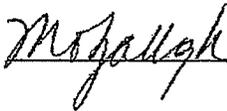
IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

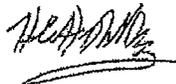
**SITA Information Networking Computing USA
Inc.**

3100 Cumberland Blvd, Suite 200, Atlanta, GA
30339

Electronic Media Systems, Inc.

10460 NW 46th Street, Miami, FL 33178

By: 

By: 

Name: Mark Gallagher

Name: H. Scott Phillips

Title: Vice President

Title: President

Date: 30 November 2012

Date: November 30, 2012

Attachment A:

EMS Site Technician Job Description

POSITION PURPOSE

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

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

KEY TASKS & RESPONSIBILITIES

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

CANDIDATE PROFILE

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

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

Attachment B:

Fee Schedule

Rate Card

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

Invoicing

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

Cost of Living Increase

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



**SCHEDULE OF INTENT AFFIDAVIT (SOI)
SMALL BUSINESS ENTERPRISE PROGRAM**

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

Name of Bidder/Proposer SITA Information Networking Computing USA Inc. Contact Person Steve Fulford
 Address 3100 Cumberland Blvd. Ste. 200 Atlanta GA 30339 Phone 770.303.7706 Fax 770612.2209 Email steve.fulford@sita.aero
 Project Name Common Use Passenger Processing System Renewal (CUPPS Renewal) Project Number 1130
 SBE Contract Measure 12%

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

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

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

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

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

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

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

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

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



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 10862
Approval Date: 09/18/2012 - MICRO/SBE
Expiration Date: 09/30/2014

September 19, 2012

Mr. Stacey Hitt
IMAAS CONSOLIDATED, INC., D/B/A KONVERGENCE
P O Box 562911
Miami, FL 33256-0000

ANNUAL ANNIVERSARY: 09/18/2013

Dear Mr. Hitt:

Small Business Development (SBD), a division of Regulatory and Economic Resources Department (RER) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Micro/Small Business Enterprise (MICRO/SBE) in accordance with section 2-8.1.1.1.1 of the Code of Miami Dade County.

This certification is valid for three years provided there are no changes rendering your firm ineligible for certification. You are required to submit a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date as listed above. You will be notified in advance of your firm's Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify your firm. Every three years you will receive a full recertification review that may include an onsite investigation; SBD will also notify you accordingly.

If at any time during the certification period, there is a material change in your firm, including, but not limited to ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business (es) or physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the following categories as listed below, affording you the opportunity to bid and participate on contracts with small business measures. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract needs. The directory for all certified firms can be accessed on the Miami-Dade County RER website http://www.miamidade.gov/business/business-certification-programs.asp.

Thank you for doing business with Miami Dade County.

Sincerely,

Sheri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Regulatory and Economic Resources Department (RER)

- CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
NETWORKING SERVICES (INCLUDING INSTALLATION, SECURITY, AND MAINTENANCE) (MICRO/SBE)
OPTICAL SCANNING SERVICES (MICRO/SBE)
SYSTEMS/EXECUTIVE SOFTWARE, MICROCOMPUTER (MICRO/SBE)
TELEPROCESSING VIA PROPRIETARY DATA BASES (MICRO/SBE)
ADMINISTRATIVE CONSULTING (MICRO/SBE)
ADVERTISING CONSULTING (MICRO/SBE)
ANALYTICAL STUDIES AND SURVEYS (CONSULTING) (MICRO/SBE)
COMPUTER HARDWARE CONSULTING (MICRO/SBE)
COMPUTER SOFTWARE CONSULTING (MICRO/SBE)

Delivering Excellence Every Day

Mr. Hitt
IMAAS CONSOLIDATED, INC., D/B/A
KONVERGENCE
September 19, 2012

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

EDUCATION AND TRAINING CONSULTING (MICRO/SBE)
FEASIBILITY STUDIES (CONSULTING) (MICRO/SBE)
GOVERNMENTAL CONSULTING (MICRO/SBE)
INVENTORY CONSULTING (MICRO/SBE)
MANAGEMENT CONSULTING (MICRO/SBE)
MARKETING CONSULTING (MICRO/SBE)
PERSONNEL/EMPLOYMENT CONSULTING (MICRO/SBE)
SECURITY/SAFETY CONSULTING (MICRO/SBE)

c: Jamila Gibson, Certification Specialist
Veronica Clark, RER, SBD



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Small Business Development

111 NW 1 Street, 18th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 7715
Approval Date: 09/18/2012 - DBE

September 19, 2012

ANNUAL ANNIVERSARY: 09/18/2013

Mr. Stacey Hitt
MAAS CONSOLIDATED, INC., D/B/A KONVERGENCE
P O Box 562911
Miami, FL 33256-0000

Dear Mr. Hitt:

Small Business Development (SBD), a division of Regulatory and Economic Resources Department (RER) has completed the review of your application and the attachments submitted for certification. Your firm is officially certified as a Disadvantaged Business Enterprise (DBE) in accordance with the State of Florida Unified Certification Program (UCP) approved by the U.S. Department of Transportation (FDOT) in the categories listed below. This certification affords your company the opportunity to participate in contracts throughout the State of Florida with DBE measures.

Your DBE certification requires you to complete a Continuing Eligibility affidavit annually. To ensure timely processing the Continuing Eligibility affidavit is accessible at http://www.miamidade.gov/business/business-certification-programs.asp/library/continuing_eligibility_package.pdf. A hard copy is available upon request and may be sent to you via mail or facsimile. Failure to complete and submit the required affidavit with the required supporting documents on or before your anniversary date may result in the removal of your company from the Florida DBE Unified Certification Program.

If any changes occur within your company during the certified 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 within 30 days in writing. It is of critical importance that the current information regarding your company be maintained. All inquiries or changes related to this certification should be directed to Jamila Gibson in the Certification Unit.

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

Thank you for doing business with Miami Dade County.

Sincerely,

Sher McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Regulatory and Economic Resources Department (RER)

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
COMPUTER SYSTEMS DESIGN SERVICES (DBE)
ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES (DBE)

c: Jamila Gibson, Certification Specialist
Veronica Clark, RER, SBD

Delivering Excellence Every Day



**SCHEDULE OF INTENT AFFIDAVIT (SOI)
SMALL BUSINESS ENTERPRISE PROGRAM**

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

Name of Bidder/Proposer SITA Information Networking Computing USA Inc. Contact Person Steve Fulford
 Address 3100 Cumberland Blvd. Ste. 200, Atlanta GA 30339 Phone 770.303.3678 Fax 770 612 2208 Email steve.fulford@sita.aero
 Project Name Common Use Passenger Processing System Renewal (CUPPS Renewal) Project Number I113C
 SBE Contract Measure 12%

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

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

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

Name of Subcontractor	Certification No.	Certification Expiration Date	Commodity Code	Type of SBE work (Goods and Services) to be performed by Subcontractor	Subcontractor % of Bid
Electronic Media Systems	12444	In renewal	networking svcs.	Technicians	6%
Subcontractor Total Percentage:					

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

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

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

 Subcontractor Signature H. Scott Phillips Subcontractor Print Name President Subcontractor Print Title 11/30/12 Date

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

**Small Business Enterprise Subcontract Agreement
for
MDADSITA Common Use Passenger Processing System
between**

SITA Information Networking Computing USA Inc. and .M.A.A.S d/b/a Konvergence

This Subcontract Agreement (this "**Agreement**") is entered into this 15th day of Nov 2012 (the "Effective Date"), between SITA Information Networking Computing USA Inc., a Delaware corporation ("SITA"), with offices at 3100 Cumberland Boulevard, Atlanta, GA 30339 and IMAAS Consolidated Inc d/b/a Konvergence ("Konvergence") with offices at 11984 SW 27th St for a Project known as the Common Use Passenger Processing Systems for Miami-Dade Aviation Department ("MDAD") (the "**Project**"). The Services described herein shall be performed in accordance with the Prime Contract Common Use Passenger Processing Systems Agreement dated _____ (the "**Prime Contract**") between SITA and Miami-Dade Aviation Department ("MDAD"), and in accordance with all plans, specifications, addenda and other Contract Documents attached to or incorporated into the Prime Contract for the Project. This Agreement is null and void if the contemplated Common Use Passenger Processing Systems Agreement (the "Prime Agreement") is not executed between Miami-Dade Aviation Department ("MDAD") and SITA prior to July 1, 2013, or if Konvergence fails to qualify as a County-approved Small Business Enterprises "SBE" in Miami-Dade County.

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

1. Services

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

2. Relationship of Parties

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

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

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

3. **Confidential Information**

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

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

5. **Termination and Expiration**

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

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

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

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

6. **Limitation of Liability**

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

7. **Scope of work**

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

8. **Required Insurance**

Konvergence shall maintain the following Insurance throughout the performance of this Contract until the CUPPS Contract has expired. Certificates of Insurance are acceptable for the following items:

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

9. **E-Mail**

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

10. **General**

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

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

10.3 **Complete Understanding – Modification:** This Agreement constitutes the complete and exclusive understanding of this Agreement by the parties and supersedes all prior understandings and

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

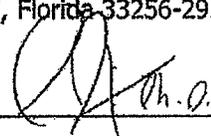
10.4 Survival - Provisions of this Agreement which, by their nature, would survive final completion and acceptance of the Services shall remain in full force and in effect after the date of final completion and acceptance, or termination.

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

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

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

By: 

By: 

Title: VP. SITA

Title: P/CEO

Date: 20 November 2012

Date: 11/15/2012

Attachment A:

KONVERGENCE Site Technician Job Description

POSITION PURPOSE

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

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

KEY TASKS & RESPONSIBILITIES

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

CANDIDATE PROFILE

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

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

5/11