



**ANOMS MAINTENANCE AND SUPPORT AGREEMENT**

THIS SOFTWARE AND HARDWARE MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND BRÜEL & KJÆR EMS INC. , A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, HAVING ITS PRINCIPAL OFFICE AT 1050 FULTON AVE SUITE 213, SACRAMENTO, CA (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

**RECITALS**

A. County is the owner of, or has acquired rights to, the ANOMS Software and associated components (as defined below).

B. Contractor shall provide the required maintenance and support services for the equipment purchased by the County on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

1.1 "Designated Equipment" shall mean the hardware products identified on Exhibit "A" with which the Software is licensed for use by the County.

1.2 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the equipment which are furnished to the County.

1.3 "Projects" and "Services" shall mean enhancements or modifications to the equipment in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.

1.4 "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the equipment as defined on Appendix A "Scope of Services".

1.5 "Maintenance and Support Fee" shall mean the annual fee associated to granting the County use of the Software as outlined in Appendix B "Price Schedule".

**ARTICLE 2. AGREEMENT TERM**

2.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall be for the duration of five years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) additional five (5) year terms, for a total of fifteen (15) years.

2.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the then current Agreement period.

2.3 Notification. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

A handwritten signature in dark ink, appearing to be a stylized letter 'B' or similar, located in the bottom right corner of the page.



**ARTICLE 3. MAINTENANCE AND SUPPORT SERVICES**

3.1 Contractor Obligations. Contractor shall provide the County with services in accordance with Exhibit A Scope of Services.

3.2 Payments. Any and all support and maintenance services under this Agreement as set forth in Exhibit A shall be paid on a monthly basis in the arrears. The fees are due for payment monthly in the arrears upon invoicing by Contractor based on prices as set forth in Appendix "B".

**ARTICLE 4. MAINTENANCE SUPPORT FEES, METHOD AND TIMES OF PAYMENT**

4.1 Maintenance Support Fees. The County shall pay the Maintenance Support Fees or other consideration for the associated equipment, software, and documentation as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable on an annual basis. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor before County's approval of this Agreement shall be at the Contractor's risk and expense.

4.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

4.3 Pricing. The amount payable under Appendix B shall be adjusted annually, indexed to inflation, as defined by the Consumer Price Index (CPI) not to exceed 3% - Urban Wage Earners and Clerical Workers (CPI-W) as calculated by the U.S. Department of Labor. The first index adjustment shall occur two years from the executed date of this agreement (2016), and each year thereafter on an annual basis.

4.4 Invoices. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County  
Aviation Department  
Accounts Payable  
P.O.Box 526624  
Miami Florida, 33152-6624

The County may at any time designate a different address and/or contact person by giving written notice to the other party.



**ARTICLE 5. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is herein after made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

**ARTICLE 6. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

**ARTICLE 7. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and



regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **ARTICLE 8. AUDITS**

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.



**ARTICLE 9. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**ARTICLE 10. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The Contractor's total liability under this Agreement shall not exceed the annual amount payable for any given service contract year as listed in "Appendix B".

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- 1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- 2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128 —1974, as the certificate holder, must appear on the certificate of insurance.**

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

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

OR

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

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder.**



**NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

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

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 contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of ten (10) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract

**ARTICLE 11. CONFIDENTIALITY**

11.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

11.2 Acknowledgement. County hereby acknowledges and agrees that the equipment and associated software constitute and contain proprietary products and trade secrets of the Contractor embodying creative efforts and confidential information, ideas, and expressions. Accordingly, the County agrees to treat (and take precautions to ensure that its employees treat) the equipment and associated software as confidential in accordance with the confidentiality requirements and conditions set forth below.

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor in the course of the performance of the Agreement, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law.
- b) In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

11.3 Maintenance of Confidential Information. The Contractor shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

11.4 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or

A handwritten signature in dark ink, appearing to be the initials "B" or "B." with a flourish.



threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

11.5 Survival. Licensee's obligations under this Article 5 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

**ARTICLE 12. PROTECTION OF SOFTWARE**

12.1 Proprietary Information. The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

12.2 Proprietary Rights. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

- a) All rights, title and interest in and to certain ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subconsultants specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- b) Accordingly, neither the Contractor nor its employees, agents, subconsultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subconsultants or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Contractor hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth by the County in a defined SOW.

12.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

**ARTICLE 13. WARRANTIES**

13.1 Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to the equipment, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

13.2 Limited Warranty. Contractor represents and warrants to the County that the Designated Equipment and associated software, when properly installed by the County, will perform substantially as described in Contractor's then current Documentation.

13.3 Limitations. Notwithstanding the warranty provisions set forth in Section 13.2 above, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the Designated Equipment in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Equipment which are the result of accident, abuse, misapplication, or extreme power surge.



13.4 Limitation of Liability. COUNTY ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH THE CONTRACTOR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK OF THE COUNTY'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH COUNTY'S USE OF THE DESIGNATED EQUIPMENT, SOFTWARE, AND DOCUMENTATION.

**ARTICLE 14. DEFAULT AND TERMINATION**

14.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

14.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by thirty (30) days written notice to the Contractor and in such event:

- a) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will reimburse the County a proration of the fees paid annually based on the remaining months of the term as per the compensation listed in Appendix B- Price Schedule.
- d) All compensation pursuant to this Article are subject to audit.

14.3 Events of Default. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 5 (Confidentiality) or makes an assignment in violation of Article 11 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

14.4 Effective Date of Termination. Termination due to a material breach of Articles 5 (Confidentiality), or 6 (Protection of Software) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

14.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

**ARTICLE 15. REMEDIES IN THE EVENT OF DEFAULT**



If an Event of Default occurs, the defaulting party shall be liable for all damages resulting from the default, including but not limited to:

- a) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- b) such other direct damages.
- c)

NEITHER COUNTY NOR CONTRACTOR, SHALL BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THIS AGREEMENT

**ARTICLE 16. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**(1) To the County Project Manager:**

Miami-Dade County  
Aviation Department  
Aircraft Noise and Environmental Planning  
P.O. Box 022504  
Miami, FL 33102-5504

Phone: (305) 876-0464  
Fax: (305) 869-0559  
E-mail: [NHegedus@Miami-airport.com](mailto:NHegedus@Miami-airport.com)

*Attention: Norman Hegedus*

**and to the Agreement Manager:**

Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974

Phone: (305) 375- 2356  
Fax: (305) 375- 5688  
E-Mail: [Dakota@miamidade.gov](mailto:Dakota@miamidade.gov)

*Attention: Dakota Thompson, CPPB*

**(2) To the Contractor**

Bruel & Kjaer EMS, Inc.  
1050 Fulton Ave. Suite 213  
Sacramento, CA. 95825

Phone: (916) 265-7700  
Fax: (916) 265-7719



E-mail: Robert.Brodecky@bksv.com

Attention: Robert Brodecky

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

#### **ARTICLE 17. NONASSIGNABILITY**

Contractor shall not assign this Agreement or its rights hereunder without the prior written consent of the County. Such consent shall not be unreasonably withheld.

#### **ARTICLE 18. MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

##### **Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

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 Commission; (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 Miami-Dade County Board of County Commissioners 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.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector

A handwritten signature in dark ink, appearing to be the initials "R.B." or similar, located in the bottom right corner of the page.



inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG'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 form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge 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.

**ARTICLE 19. GOVERNING LAW**

This Agreement, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**ARTICLE 20. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST**

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**



**1. Miami-Dade County Ownership Disclosure Affidavit** (Section 2-8.1 of the County Code)

**2. Miami-Dade County Employment Disclosure Affidavit** (Section 2.8-1(d)(2) of the County Code)

**3. Miami-Dade Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)

**4. Miami-Dade Disability and Nondiscrimination Affidavit**  
(Section 2-8.1.5 of the County Code)

**5. Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)

**6. Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)

**7. Miami-Dade County Code of Business Ethics Affidavit**  
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

**8. Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)

**9. Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)

**10. Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)

**11. Subcontracting Practices**  
(Ordinance 97-35)

**12. Subcontractor /Supplier Listing**  
(Section 2-8.8 of the County Code)

**13. Environmentally Acceptable Packaging**  
(Resolution R-738-92)

**14. W-9 and 8109 Forms**  
(as required by the Internal Revenue Service)

**15. FEIN Number or Social Security Number**  
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

**16. Office of the Inspector General**  
(Section 2-1076 of the County Code)

**17. Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

**18. Antitrust Laws**  
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with



Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 21. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- c) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- d) Miami-Dade County Code Section 10-38 "Debarment".
- e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- f) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**ARTICLE 22. PROJECTS AND SERVICES**

The parties anticipate that from time to time they will be in contact regarding the County's needs for assistance on clearly defined Projects ("Projects") in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities ("Services").

**ARTICLE 23. STATEMENT OF WORK**

Prior to the commencement of Services for any Project, the County and the Contractor shall mutually agree upon the terms and conditions required to complete a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW,

A handwritten signature in dark ink, appearing to be a stylized name, located in the bottom right corner of the page.



proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement.

**ARTICLE 24. ANNUAL APPROPRIATION**

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

**ARTICLE 25. SEVERABILITY**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**ARTICLE 26. FORCE MAJEURE**

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of natural disasters or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's Staff Personnel), or war. Notwithstanding the foregoing, the failures of any of the Contractor's Contractors, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such Contractors, subcontractors, or the like including, but not limited to, acts of God or the Public enemy, fires, explosion, riots, strikes (not including strikes of personnel of the Contractor's Contractors or subcontractors), or war.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**

A handwritten signature in dark ink, appearing to be the initials "D." or a similar mark, located in the bottom right corner of the page.



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date herein set forth below.

Brüel & Kjaer EMS, Inc

Miami-Dade County

By:

*[Signature]*

By:

*[Signature]*

Name:

ROBERT BRODECKY

Name:

Carlos Gimenez

Title:

VICE PRESIDENT

Title:

Mayor

Date:

10.3.2013

Date:

12-19-13

Attest:

*[Signature]*  
for Corporate Secretary

Attest:

*[Signature]*  
Clerk of the Board



Corporate Seal

Approved as to form and legal sufficiency

*[Signature]*  
Assistant County Attorney



**Appendix A**  
**Scope of Services**

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.



**Appendix A**

**Scope of Services**

**1 Scope of Work**

---

- a) The Services shall be provided according to the applicable Schedule E: Service Levels.
- b) The Services apply only to the Schedule C: System. Correct operation of the System may depend on correct operation of other systems (including data feeds, power supplies, and communication links), which are the responsibilities of County. Contractor's obligations under this Agreement shall be excused if, and to the extent that, the System does not work correctly as a result of the failure of these other systems.
- c) When County becomes aware of an interruption to a system or service which is likely to cause interruption to the System or Services which are the subject of this Agreement, County shall notify Contractor where reasonably practical to do so:
  - (i) Seven (7) calendar days in advance of any planned outage; and
  - (ii) Within four (4) working hours of an unplanned outage.
- d) Contractor's obligations under this Agreement shall be excused if, and to the extent that, County fails to deliver the obligations listed in Clause 10, below.

**2 Service Management**

---

**2.1 Service Reporting:**

- a) Contractor shall assign a Services Delivery Manager (SDM) and shall advise County of the name of the assigned SDM.
- b) Contractor shall provide a quarterly report on the utilization of the Services provided under this Agreement and the performance against the Service Levels.

**2.2 System Support**

- a) Contractor shall provide support in the form of advice by telephone or email in response to a telephone call or email from County in relation to the operation of the System.
- b) Contractor's telephone/email support services shall operate during working hours.
- c) Support requests shall be advised to Contractor by email to the contact details for County Support listed in Schedule B. When advising requests, the following information shall be provided:
  - (i) Request title, which will be used as the "Title" of the request for subsequent tracking
  - (ii) County reference number (if any)
  - (iii) County contact details, including email address, phone number etc.
  - (iv) The Airport and location of items which are the subject of the request
  - (v) Date and time of the request
  - (vi) A description of the request including, as attachments, any screenshots, error logs, etc. as may be useful to assist in Contractor response.
  - (vii) An indication of the urgency or severity of the request; for example; 1= Urgent – Data Loss, 2= Major Loss of Function, 3= Loss of Function, 4= Minor Anomaly, 5=Request for Assistance.
- d) Contractor will enter this information into the Contractor's ticket management system and a reply will be sent acknowledging the request and identifying the unique ticket number that is to be used in all future communication concerning this request.



**2.3 County Visits**

- a) The SDM or a delegated alternate shall meet with County at least as often as specified in Schedule D.1. Such meetings shall be at a location and have an agenda and duration mutually agreed upon and predetermined by County and Contractor. Each day of such meetings shall be for a maximum of eight (8) hours per day.

**2.4 User Forum**

- a) On request from County, Contractor will provide the number of tickets specified in Schedule D.2 each year of this Agreement to any User Forum.
- b) County shall be responsible for the travel expenses (transportation, lodging etc.) and meal expenses (except for meals provided as part of the official User Forum activities) of its attendees at User Forums.

**3 Maintenance Services**

---

**3.1 Fault Management**

- a) Contractor will rectify faults in the System during the term of this Agreement and as required to return the System to operating within substantial conformity with the Specifications.
- b) If a fault is detected or suspected, County shall perform initial fault finding and diagnosis prior to contacting Contractor. Such fault finding and diagnosis may require County staff to travel to remote equipment sites to assess local conditions and to reboot/restart equipment as necessary.
- c) All faults shall be advised to Contractor by email to the contact details for County Support listed in Schedule B and in the form described in Clause 2.2 above.
- d) Contractor will enter this information into the Contractor's ticket management system and a reply will be sent identifying the unique ticket number that is to be used in all future communication concerning this fault report.
- e) County shall assist Contractor in diagnosing the fault by, if requested, supplying evidence of the fault such as listings of output, photographs, or other data. Such evidence may also include information about and from equipment other than the System.
- f) If requested, County shall explain how the fault prevents substantial conformity of the System with the Specifications.
- g) Contractor shall carry out remedial work either remotely or on County locations at Contractor's discretion and in line with the Service Levels.
- h) Contractor will use best efforts to resolve all faults and requests in a fast and efficient manner with a minimum disruption to County's operation.
- i) Contractor will not be required to carry out remedial work or to carry out remedial work in accordance with the Service Levels if:
  - (i) It has not received a Support Request;
  - (ii) County has changed the configuration of the System and this has caused, or contributed to the cause of, the fault;
  - (iii) The fault is caused by incorrect County operation of the System or by a failure in consumable equipment.

**3.2 Software Upgrades and Patches**

- a) County shall be entitled, at no additional license fee, to patches and upgrades to the Contractor Software that Contractor shall, from time to time, develop and make available where such patches and upgrades relate to features of the Contractor Software currently supplied and/or licensed to County.



- b) Contractor shall notify County of upgrades to Contractor Software when they are made available for general distribution. County may or may not choose to install the upgrade.
- c) When an upgrade to Contractor Software requires an upgrade to Third Party Software, Contractor will advise County accordingly.
- d) County acknowledges that an upgrade or new version of Third Party Software during the term of this Agreement, may require new or upgraded hardware and any additional cost of new hardware or software to support the upgrade is not included in this Agreement.
- e) County acknowledges that the application of an upgrade to Contractor Software or Third Party Software may require engineering effort, additional hardware, travel expenses, or end user training and that, unless specified elsewhere in this Agreement, costs associated with the provision of these items are not included in the scope of this Agreement.
- f) On request from County, Contractor shall provide a quotation for the works described in Clause 3.2.e and the rates applicable for that work shall be as defined in Appendix B.
- g) Contractor may declare a particular upgrade or set of upgrades to Contractor Software to be a new general release of the Contractor Software. Contractor reserves the right to cease supporting versions of Contractor Software that are more than two general releases older than the current general release or only to offer such support at increased service fees.
- h) Nothing in this Clause 3.2 shall imply that County is entitled to any software except the Contractor Software. In particular, Contractor may provide additional functionality as a new, and separately licensable, module of the Contractor Software, in which case the new module may be offered to County as defined in Clause 8

3.3 *Hardware Repair*

- a) The System hardware as defined in Schedule C.1 requiring physical repair will be repaired by return of the items to Contractor for repair unless explicitly stated otherwise.
- b) Contractor shall determine whether, in order to deliver the Services, it is necessary to return a System Component or part(s) of a System Component.
- c) If requested by Contractor, County shall securely and safely pack and dispatch such item(s) to the depot nominated by Contractor for repair or replacement and shall pay for freight and insurance to the nominated depot premises.
- d) Contractor shall repair or replace the item(s) according to the Service Levels and shall return the item(s) to County at Contractor's expense.
- e) Unless otherwise specified in this Agreement, County shall be responsible for re-installing the item(s) according the instructions from Contractor.
- f) Any parts that are determined to be defective and not repairable shall be substituted for the original. Replacement parts are delivered on an exchange basis and exchange parts become the property of the Contractor and replaced part becomes the property of the County. The date and time for the repair work will be determined upon mutual agreement between the County and the Contractor. The County, before equipment is serviced, will back up, remove, protect, and restore, as applicable, programs, data, and removable storage media contained in the equipment.

3.4 *Specific Exclusions*

- a) The following faults are not included in the scope of this Agreement and will not be rectified by Contractor
  - (i) Faults in power connections to equipment, except Hosted Systems.
  - (ii) Faults in communications between components of the System, e.g. telephone lines, network connections etc.;
  - (iii) Faults caused by abnormal events e.g. vandalism, lightning strikes, damage outside of



Contractor's control.

## **4 System Management Services**

---

### **4.1 System Monitoring**

- a) Contractor shall monitor the System for abnormal conditions, including incomplete data downloads and out-of-band calibration results, and shall advise the Responsible Party of any detected abnormal conditions.
- b) County shall advise Contractor of the Responsible Party for various abnormal conditions where Contractor will not be the Responsible Party.

### **4.2 System Administration**

- a) Contractor shall provide system administration services as defined in, and at the frequency stated in, Schedule D.4 System Administration Services.
- b) Contractor may carry out system administration services at any time during the normal business hours of County. Contractor may carry out system administration tasks outside of those hours by mutual agreement.

### **4.3 Periodic Hardware Services**

- a) Contractor shall provide hardware services as defined in, and at the frequency stated in, Schedule D.5 Periodic Hardware Services.
- b) All necessary replacement parts provided by the Contractor for maintaining the equipment shall be new or equivalent to new in performance. All such parts, which are replaced in the noise terminals, become the property of the County. All parts, which have been removed, become the property of the Contractor.
- c) The Contractor may charge for the reconditioning of any equipment directly in contact with the environment, which, in the opinion of the Contractor cannot be properly or economically repaired on site or at a Service Center due to excessive wear or deterioration. In the event reconditioning becomes necessary, the Contractor will provide the County an estimate of reconditioning charges for such item(s), if any. If the County does not elect to have the equipment item(s) reconditioned, the Contractor may withdraw service for such item(s).
- d) At the completion of each periodic hardware service, Contractor shall present a report to County no later than 30 days on the status of the units, and any issues needing to be addressed.

### **4.4 Contractor Spares**

- a) Contractor shall provide the Contractor Spare Parts at Contractors expense, to be located on County premises and available to be used in fault rectification as required.
- b) Contractor shall inspect the Contractor Spare Parts during visits to County site to ensure that they can be utilized when required. Contractor shall repair or replace any Contractor Spare Parts found to be faulty.
- c) On termination of this Agreement, County shall return the Contractor Spare Parts.

### **4.5 System Hosting**

- a) Contractor shall, in its own facilities, maintain, administer, and operate the Hosted Systems consistent with the applicable Service Levels.
- b) Contractor shall report performance against the Service Levels according to Clause 2.1 and shall also make recommendations on any actions or upgrades which might be necessary to improve or secure performance of the Hosted Systems.

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.



4.6 *Backup and Restoration*

- a) The responsibility and frequency of system backup is stated in Schedule D.8.
- b) In the event of complete system failure, Contractor will restore the System from the latest available system backup.

**5 Information Management Services**

---

5.1 *Data Processing Services*

- a) Contractor shall provide data processing services as defined in, and at the frequency stated in, Schedule D.6 Data Processing Services.
- b) Contractor will maintain a log of data processing services tasks undertaken and make that log available to County as part of regular service reporting.

5.2 *Report Production Services*

- a) Contractor shall provide report production services as defined in, and at the frequency stated in, Schedule D.7 Report Production Services.

**6 Subscription Services**

---

6.1 *Application Subscription*

- a) Contractor will provide the Subscribed Applications to County according to the Specifications and according to the Service Levels.
- b) For the term of this Agreement, County will have a non-exclusive right to use the Subscribed Applications subject to any limitation on user numbers or locations specified in Schedule C.5 Application Subscriptions.
- c) Subscribed Applications remain the exclusive property of Contractor.
- d) County will not use, or cause others to use, the Subscribed Applications or the information derived from the Subscribed Applications for the real-time control or navigation of aircraft, or for any purpose related to the real-time control or navigation of aircraft.
- e) The information contained within the Subscribed Application is a combination of data from a variety of sources, and may include information derived from County and from third party sources. Contractor does not warrant the accuracy or availability of the information within the Subscribed Applications.
- f) Contractor and County agree to abide by the terms of any third party data agreements that are required in order to provide the Subscribed Applications.
- g) Due to the highly visual nature of the user interfaces, Subscribed Applications may not be accessible to individuals with certain disabilities. County hereby indemnifies Contractor against any liability or additional expense arising directly or indirectly from a complaint, allegation or claim by a third party (including employees of the County) alleging that a Subscribed Application discriminates against an individual on the grounds of that individual's disability.

6.2 *Data Subscription*

- a) Contractor will provide the Subscribed Data to County according to the Specifications and according to the Service Levels.
- b) For the term of this Agreement, County will have a non-exclusive right to use the Subscribed Data subject to any limitation on use specified in Schedule C.4.
- c) Subscribed Data remains the exclusive property of Contractor.



- d) County will not use, or cause others to use, the Subscribed Data or information derived from the Subscribed Data for the real-time control or navigation of aircraft, or for any purpose related to the real-time control or navigation of aircraft.
- e) Contractor and County agree to abide by the terms of any third party data agreements that are required in order to provide the Subscribed Data.
- f) Additional costs incurred to Contractor from changes in third party data agreements during the Term will be passed on in accordance with Appendix B.

**6.3 Reference Data**

- a) Contractor shall provide updates to the Reference Data at the frequency as shown in Schedule C.6.

**7 Professional Services**

---

- a) No additional services shall be performed unless Contractor provides a written quotation, which is approved in writing by County prior to Contractor providing such services.
- b) On request from County for additional services, Contractor shall provide a quotation for the additional services. Where applicable, the quotation shall be based on the rates shown in Appendix B.

**8 New Modules**

---

- a) Contractor shall notify County of new module(s) applicable to the System when they are made available for general distribution along with the applicable additional license fees, installation fees, and/or additional Service Fees applicable to such new module(s).
- b) The installation fees and/or any increase in Service Fees applicable to the new module(s) shall, where applicable, be based on the rates shown in Appendix B.
- c) The new module(s) will only be made available to County following County's written acceptance of the additional license fees, installation fees, and or additional Service Fees applicable to the new module(s).

**9 Obsolescence**

---

- a) Contractor may undertake a review of the System and may recommend the replacement of obsolete County-owned equipment or County-owned equipment not meeting specifications. Any such replacement recommendation shall be reasonable and justified.
- b) If County does not accept the recommendations within 6 months, Contractor may cease to provide Services for the System or may only offer such support at increased service fees.

**10 County Obligations**

---

**10.1 Compliance with License terms**

- a) County's use of the System shall, at all times, be consistent with any license terms which apply to the System or any System Component.
- b) Contractor Software is licensed to County under the standard Brüel & Kjær End User License Agreement.

**10.2 Storage of Equipment**

- a) If requested by Contractor, County shall provide secure and adequate facilities adjacent to or in reasonable proximity to the System for the storage by Contractor of tools, documentation, and other items necessary to provide the Services.
- b) County shall provide Contractor with access to such storage facilities at all reasonable times



including, but not limited to, all times during County's normal business hours.

10.3 Physical and Electronic Access:

- a) County shall maintain a continuous connection to the internet for the system and capable of establishing a secure virtual private network between the system and Contractor's Operations Centre. Contractor shall assist with information where necessary to establish this link.
- b) On request from Contractor and in a timely manner, County shall provide all user IDs and passwords to Contractor as shall be reasonably required by Contractor to perform the Services.
- c) County shall provide Contractor's service personnel with full and safe access to the System, and to spare parts storage areas, at all reasonable times for the purpose of providing the services required by this Agreement. County shall also provide suitable vehicle parking areas.
- d) The access shall include unhampered working facilities, adequate light, heating, cooling, ventilation, suitable electrical outlets and computer network connections to enable Contractor to meet its obligations under this Agreement.
- e) County shall provide Contractor's service personnel with all information, facilities, services and accessories reasonably required by Contractor to meet its obligations under this Agreement.
- f) County shall provide, on request, a suitably qualified or informed representative to accompany Contractor's service personnel and to advise Contractor on access or any other matter within County's knowledge or control that will assist Contractor in meeting its obligations under this Agreement.

10.4 Exclusions from Maintenance Services

- a) The Contractor shall have no obligation to provide maintenance services or replacement parts for equipment in connection with
  - a. Repair, replacement, or maintenance arising from (i) any intentional acts of negligence by the County, its employees, agents or invitees of any third party not under the control of the Contractor (ii) attempts to repair or service the equipment made by parties other than the Contractor's authorized agents (iii) use of special attachments or devices not provided by the Contractor in connection with the equipment (iv) misuse of the equipment including without limitation use of the equipment for any application or function for which it was not designed;
  - b. Repairs or maintenance of accessories, attachments, supplies, machines, or other devices not furnished by The Contractor, or of electrical work external to the equipment; or
  - c. Maintenance required by damage to the equipment resulting from transportation by the County, causes (other than ordinary use) within the reasonable control of the County, or any Force Majeure.



Schedule A: Summary Of Services Provided

The following table lists the service line items to be provided under this Agreement. The Services are defined in the body of this Agreement, and apply to specify System Elements and Service Elements.

Table with 4 columns: Service Line Item, Clause, Schedule, Status. Rows include categories like Service Management, Maintenance Services, Technology Management Services, Information Management Services, Subscription Services, and Professional Services.

Handwritten signature or mark



Schedule B: Contacts

<b>Contractor Contacts</b>		
<b>Formal Notices</b>	Name	Vice President
	Address	1050 Fulton Avenue, Suite 213 Sacramento, CA 95825
	Telephone	+1 916 265 7707
	Fax	+1 916 265 7719
	eMail	<a href="mailto:cms@bksv.com">cms@bksv.com</a>
<b>Routine and operational communications</b>	Name	Service Delivery Manager
	Address	Brüel & Kjær EMS Inc. 1050 Fulton Avenue, Suite 213 Sacramento, CA 95825
	Telephone	+1 916 265 7704
	Fax	+1 916 265 7719
	eMail	<a href="mailto:cms@bksv.com">cms@bksv.com</a>
<b>Contractors Bank Account</b>	Account Name	Brüel & Kjær EMS Inc.
	Account Number	921258885
	Bank	JPMorgan Chase Bank, N.A.
	Bank Address	Chicago, IL (No Street Address needed) Routing Number 071000013
<b>County Support Centre</b>	Telephone	+1 866 583 0280 +61 3 9508 4930
	Address	69 Kooyong Road Caulfield North Victoria 3161 Australia
	Fax	+61 3 9500 1191
	Email Support Requests	<a href="mailto:cms@bksv.com">cms@bksv.com</a>
<b>County Contacts</b>		
<b>Formal Notices</b>	Name	Attn: Norman Hegedus Miami – Dade County Aviation Department
	Address	5600 NW 36 St, Suite 533 Miami, FL 331566
	Telephone	305-876-0464
	Fax	305-869-3908
	eMail	<a href="mailto:NHEGEDUS@miami-airport.com">NHEGEDUS@miami-airport.com</a>
<b>Routine and operational communications</b>	Name	Attn: Norman Hegedus Miami – Dade County Aviation Department
	Address	5600 NW 36 St, Suite 533 Miami, FL 331566



	Telephone	305-876-0464
	Fax	305-869-3908
	eMail	NHEGEDUS@miami-airport.com
<b>Address for Invoices</b>	Name	Attn: Accounts Receivable Miami-Dade County Public Works Department
	Address	111 NW 1 <sup>st</sup> Street, Suite 510 Miami, FL 33128-1974
	Telephone	305-876-8498
	Fax	
	eMail	nhegedus@miami-airport.com

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.



**Schedule C: System Elements**

**C.1. Hardware**

Type	Description	Manufacturer	Model	Serial#	Location	Repair Type
Server	ANOMS 8	HP	DL-380-GS		Server Room	On-Site
Server	Rover	HP	DL-320-G5		Server Room	On-Site
(2) Workstations	Client Workstations	HP/Dell	Desktop		Noise Office	On-Site
Laptop	Mobile Client	HP/Dell	Laptop		Noise Office	On-Site
(8) Modems	ANOMS Modems	US Robotics	Courier		Server Room	On-Site
Ethernet Device	Digi Port	Digi International	8 or 16 port		Server Room	On-Site
NMT 1	Noise Monitor	Brüel & Kjær	Type 4435		10415 NW 52 <sup>nd</sup> St	On-Site
NMT 2	Noise Monitor	Brüel & Kjær	Type 4435		Police Station 9111 NW 25 <sup>th</sup> St	On-Site
NMT 3	Noise Monitor	Brüel & Kjær	Type 4435		140 NW 125 <sup>th</sup> Ave	On-Site
NMT 4	Noise Monitor	Brüel & Kjær	Type 4435		Virginia Gardens	On-Site
NMT 5	Noise Monitor	Brüel & Kjær	Type 4435		Miami Springs	On-Site
NMT 6	Noise Monitor	Brüel & Kjær	Type 4435		Kinloch Park 4555 NW 4 <sup>th</sup> Ter	On-Site
NMT 7	Noise Monitor	Brüel & Kjær	Type 4435		Melrose Elementary	On-Site
NMT 8	Noise Monitor	Brüel & Kjær	Type 4435		Family and Youth Services	On-Site
NMT 9	Noise Monitor	Brüel & Kjær	Type 4435		Bryan Park, 2240 SW 12 <sup>th</sup> St	On-Site
NMT 10	Noise Monitor	Brüel & Kjær	Type 4435		Dawkings Park 865 NW 47 <sup>th</sup> Ter	On-Site
NMT 11	Noise Monitor	Brüel & Kjær	Type 4435		Vehicle Emissions Inspection	On-Site
NMT 12	Noise Monitor	Brüel & Kjær	Type 4435		Overtown (Water and Sewer)	On-Site



Type	Description	Manufacturer	Model	Serial#	Location	Repair Type
NMT 13	Noise Monitor	Brüel & Kjær	Type 4435		Alice Wainwrite Park	On-Site
NMT 15	Noise Monitor	Brüel & Kjær	Type 4435		MorningSide Park	On-Site
NMT 21	Noise Monitor	Brüel & Kjær	Type 4435		350 Park Lake Village	On-Site
NMT 30	Noise Monitor	Brüel & Kjær	Type 4435		215 Perviz Avenue	On-Site
NMT 31	Noise Monitor	Brüel & Kjær	Type 4435		NW 57 <sup>th</sup> Ave Rwy Lights	On-Site
NMT 32	Noise Monitor	Brüel & Kjær	Type 4435		6411 NW 162 <sup>nd</sup> St	On-Site

**C.2. Contractor Spares Parts**

Type	Description	Manufacturer	Model	Serial#	Location
None					

**C.3. Software**

Item	Author	Licence Number	Users
ANOMS 8 Server	Brüel & Kjær	TBA	1
ANOMS 8 Rover	Brüel & Kjær	TBA	1
ANOMS 8 User Licenses	Brüel & Kjær	TBA	4
Oracle 9i	Oracle	TBA	1
Windows XP Professional	Microsoft	TBA	2
Office 2003 Professional	Microsoft	TBA	2
Windows 2003 Server (Rover and ANOMS)	Microsoft	TBA	2
Crystal Reports 11	Business Objects	TBA	4

**C.4. Data Subscriptions**

Type	Description of Data	Restrictions
Flight Data Feed – SRG (Primary Radar Source for ANOMS)	Aircraft position data derived from interface to radar data, fused and tracked as required, and correlated with plan data and, where possible, SkyTrak Mode S information not available from radar sources. Service levels in accordance with Schedule E.3	Data may be used as input to ANOMS and WebTrak applications.



Type	Description of Data	Restrictions
Flight Data Feed - Megadata Passive Radar	Aircraft position data Service levels in accordance with Schedule E.4 The existing PASSUR installed provides Mode "S" and correlated with flight plan data. It is the County's secondary radar source and live data source. Should the Primary Radar feed be disconnected by the FAA the PASSUR feed will be used as the primary radar source.	Data may be used as input to ANOMS and WebTrak applications.

### C.5. Application Subscriptions

Type	Description	Restrictions
WebTrak	Web-based application providing the public and/or other stakeholders with access to noise and track information for historic and near-real-time operations.	Unlimited users

### C.6. Reference Data

Description	Author	Frequency
OAG Schedule Data	OAG	Monthly
Map Data	TBA	Annual
FAA Aircraft Register	FAA	Quarterly



**Schedule D: Service Elements**

**D.1. Mandatory County Support Visits**

Number of Visits per Year: 4 (two days each visit, eight hours per day)

**D.2. User Forum Attendees**

Number of included User Forum Attendees per year: 1

**D.3. System Hosting Services**

Hosted Item	Task Description
None	Not Applicable

**D.4. System Administration Services**

Applies To	Task Description	Frequency
ANOMS, Rover, and SRG Servers	Apply operating system patches Apply upgrades and releases to the application software Install updated Reference Data.	As updates are available and required. Such upgrades to be agreed by County in writing in advance.
ANOMS, Rover, and SRG Servers	(i) Perform System recovery in the event of a failure	On demand from County
ANOMS Servers	(i) Perform Oracle database administration tasks including archiving and tuning as required.	Monthly

**D.5. Periodic Hardware Services**

Applies To	Task Description	Frequency
------------	------------------	-----------



Applies To	Task Description	Frequency
All Installed NMTs	<p>Supplier shall provide calibration and hardware maintenance services for Brüel &amp; Kjær Noise Monitoring Terminals at Miami International Airport.</p> <p>Supplier will notify the County 15 days prior to the start of annual calibrations. A calibration / inspection report is to be provided to MDAD no later than 30 days after the yearly calibration is performed.</p> <p>Each NMT includes the following equipment:</p> <ul style="list-style-type: none"> <li>a. 1-4435 or 4441 Noise Analyzer as applicable</li> <li>b. 1-4184 Outdoor Microphone Unit</li> <li>c. 1-Rittal SK3113 Temperature Regulator</li> <li>d. 1-Rittal SK3107.110 Enclosure Heater</li> <li>e. 1-Rittal SK31 08 110 Axial Fan</li> <li>f. 1-Standard or Cell Phone Modem *</li> <li>g. 1-83008 Backup Battery *</li> <li>h. 1-PSC124001 Battery Charger *</li> <li>i. 1-Isobar 418972 Surge Suppressor for AC Mains *</li> <li>j. 1-MGC DLP 4.4 Surge Suppressor for Telephone Lines *</li> <li>k. 1-A00028, 10 meter Microphone Cable</li> <li>l. 1-Solar Powered System *</li> <li>m. All optional software and or equipment as originally installed &amp;/or updated</li> </ul> <p>* If said equipment is so equipped</p>	Annually
All Server Hardware	<p>At each monitoring location, Contractor will:</p> <ul style="list-style-type: none"> <li>(i) Perform visual inspection for problems / corrosion</li> <li>(ii) Check operation on site</li> <li>(iii) Calibration of the unit</li> <li>(iv) Update of NMT firmware if necessary</li> <li>(v) Download and update of the configuration files</li> <li>(vi) Replacement of batteries as required</li> <li>(vii) Replacement of bird spikes and windshields as required</li> <li>(viii) Microphone silica gel desiccant to be replaced at each visit</li> </ul> <p>(i) Visual inspection and preventative maintenance as suggested by the manufacturer of the hardware</p>	Annually

**D.6. Data Processing Services**

Task	Task Description	Frequency
Data Completeness Processing	<ul style="list-style-type: none"> <li>(i) Check status of downloads from NMTs and re-initiate downloads as necessary.</li> <li>(ii) Check completeness of radar/plan information from overnight processing and re-initiate as necessary.</li> <li>(iii) Re-initiate batch processing as required based on data downloads.</li> </ul>	Business days



**D.7. Report Production Services**

Task	Task Description	Frequency
None		

**D.8. System Backup**

Task	Task Description Responsible	Frequency
None		

A handwritten signature or initials in the bottom right corner of the page.



**Schedule E: Service Levels**

**E.1. Service Requests and Fault Resolution**

Category	Description	Response (Working Hrs)	Resolution Time	Target Achievement
1: Major Fault	Loss of collection of time perishable data. Faults that may lead to data loss or data corruption. Unable to start the system Loss of unrecoverable data	8 hours	2 working days, except rebuild of deployed server  5 working days for the rebuild of the deployed server	85% of all tickets to meet target response times  85% of all tickets to meet target resolution times.
2: Major Fault	Key function inoperable Noise monitor calibration error	8 hours	5 days	
3: Minor Fault	Reproducible loss of functionality	16 hours	31 days	
4: Minor Fault	Minor software issues that do not affect day to day operation of NOMS	16 hours	31 days – fixes agreed within scope of a future software upgrade	
5: Minor Fault	Non-reproducible abnormalities	16 hours	Ticket closed within 31 days if abnormality not reproduced	
Request	"How do I?" questions.	8 hours	31 days to answer	

Response and resolution times to be determined from the time that Contractor is notified of the request or fault.

**E.2. WebTrak Subscribed Application Service**

Area	Service Definition	Measurement (Monthly)	Target Achievement
Application Availability	Application is available if it can be loaded, the map is displayed, and historical flight data is available.	Accessible hours / available hours Available hours are 24 x days per month less Planned Outage and excludes Non-Application Outage Planned Outage must have 7 days' notice and be less than 4 hours Non-Application Outage is outages with ISPs and/or individual client workstations	96.0%
Access Reliability	The number of times the application is unavailable in any month.	Number of failures where the application is unavailable for greater than fifteen minutes	2



E.3. SRG Subscribed Data Service

Area	Service Definition	Measurement (Monthly)	Target Achievement
Availability	SRG is available if data is being provided to the target system (eg. ANOMS, WebTrak)	Available hours / Expected Hours  Expected Hours are 24hrs x days per month – Radar Downtime  Radar Downtime are the periods when no source data is being provided to SRG from the radar system.	96.0%
Reliability	The number of times data unavailable in any month.	Number of failures where the data is unavailable for greater than fifteen minutes.	1

E.4. PASSUR Subscribed Data Service

Area	Service Definition	Measurement (Monthly)	Target Achievement
Availability	PASSUR data service is available if data is being provided to the target system (eg. ANOMS, WebTrak)	Available hours / Expected Hours  Expected Hours are 24hrs x days per month – Radar Downtime  Radar Downtime is the periods when no source data is being provided to PASSUR from the radar system.	96.0%
Reliability	The number of times data unavailable in any month.	Number of failures where the data is unavailable for greater than fifteen minutes.	1



## Appendix B

### Payment Schedule

A handwritten signature or initials in the bottom right corner of the page.



APPENDIX B – PAYMENT SCHEDULE

MAINTENANCE AND SUPPORT SERVICES

PRICING FOR ANOMS 8 SYSTEM

Description	Annual Amount
Year One Preventive Maintenance (2014)	\$175,000
Year Two Preventive Maintenance (2015)	\$175,000
Year Three Preventive Maintenance (2016)	\$175,000*
Year Four Preventive Maintenance (2017)	\$175,000*
Year Five Preventive Maintenance (2018)	\$175,000*
Total Price for initial five year term	\$875,000*

\* Amount does not include increase for CPI not to exceed 3% in accordance with Article 4.3

**Yearly Preventive Maintenance Fee Line-Item Break-down**

**a. Third Party Direct Cost (no mark-up)**

Megadata Passive Radar Maintenance	\$23,088
Akibia Computer Maintenance	\$388
<b>Total Third Party Cost</b>	<b><u>\$23,476</u></b>

**b. Brüel & Kjær Items**

SRG**	\$15,542
Technical Support	\$83,944
NMT Support (18)	\$37,503
Four Site Visits	\$14,535
<b>Total Brüel &amp; Kjær</b>	<b><u>\$151,524</u></b>

Total Annual ANOMS 8 Support Price \$175,000\*

\* Amount does not include increase for CPI not to exceed 3% in accordance with Article 4.3

Current Unit Price for NMT support including Maintenance and Calibration is \$2,083.50. Decommissioning NMT's will reduce the current maintenance total cost by deducting the cost of each NMT removed plus the accrued CPI that was calculated annually.

Should the County want to return to service or add additional NMTs, the price for annual NMT support is \$2,250 per NMT.

In the event that the FAA decides that the Secured Radar Gateway (SRG) is to be disconnected and removed from the FAA TRACON facility, the SRG cost plus annual accrued CPI that was calculated annually will be deducted from the contract total price.



**\* OPTIONAL SERVICES**

**Options-to-Renew**

During the term of the Agreement, should the County exercise the available Options-To-Renew (OTR) the following rates shall apply:

**Maintenance and Support Services Fees**

Description	OTR Term	Year	Annual Maintenance Support Service Fee
Preventive Maintenance	1	6	\$175,000*
Preventive Maintenance		7	\$175,000*
Preventive Maintenance		8	\$175,000*
Preventive Maintenance		9	\$175,000*
Preventive Maintenance		10	\$175,000*
<b>TOTAL 1<sup>ST</sup> OTR PERIOD</b>			<b>\$875,000*</b>
Description	OTR Term	Year	Annual Maintenance Support Service Fee
Preventive Maintenance	2	11	\$175,000*
Preventive Maintenance		12	\$175,000*
Preventive Maintenance		13	\$175,000*
Preventive Maintenance		14	\$175,000*
Preventive Maintenance		15	\$175,000*
<b>TOTAL 2ND OTR PERIOD</b>			<b>\$875,000*</b>

\* Amount does not include increase for CPI not to exceed 3% in accordance with Article 4.3

**(2) Professional Services**

Additional projects and professional services outside of general maintenance and support services shall be billed on an hourly basis and quoted for the scope of work required prior to work commencing. All work orders issued against this contract shall be negotiated prior to the Notice to proceed being issued by the authorized County Project Manager or designee and shall be based on the below rates.

Description	Rate
Software Engineer, Customer Support, Consulting, Training, Programming, and other labor.	\$175.00 per hour (2014-2018) then \$195.00 per hour during 1 <sup>st</sup> OTR Period then \$220.00 per hour during 2 <sup>nd</sup> OTR Period Not subject to CPI
Travel, accommodation, meals, disbursements and other expenses.	At cost and subject to Section 112.061, Florida Statutes

**Purchase & Additions of Modules to Agreement**

Third Party Software, Hardware and Data Services	Cost plus 15% handling.
--	-------------------------



	Not Subject to CPI
Brüel & Kjør New Modules added to The System:	Increase to Annual Maintenance Fee:
Hardware	12% of Hardware Price
Software	12% of Module License Fee

A handwritten signature or initials in the bottom right corner of the page.



APPENDIX C

SUPPORT REQUEST FORM

Brüel & Kjær requires all Support Requests to be in writing and will accept either fax or email as per the following format:

EMAIL

Customers should submit their request to: [cms@bksv.com](mailto:cms@bksv.com)

- The subject section of the email will be used as the Title of the request
- The body of the email will be entered in the ticket as the description of the request.
- Any attachments such as screen captures or error messages will also be attached to the ticket.
- Once the ticket is lodged in the system a reply will be sent acknowledging the Support Request and identifying the unique ticket number that is to be used in all future communication concerning this request.

FAX

All Support Requests should be Faxed to Brüel & Kjær using the following format:

CUSTOMER SUPPORT REQUEST.

BRÜEL & KJÆR EMS INC.	FAX: 916-265-7719
1050 FULTON AVE, SUITE 213	PHONE: 916-265-7700
SACRAMENTO, CA 95825	

<b>Customer Ref:</b>	
<b>Contact Details:</b>	
<b>Site:</b>	<i>Customer Name</i>
<b>Date/Time:</b>	
<b>Category:</b>	<input type="checkbox"/> 1= Urgent – Data Loss, 2= Major Loss of Function, 3= Loss of Function, <input type="checkbox"/> 4= Minor Defect, 5=Request for Assistance
<b>Brief Description:</b>	<i>Include component effected and attach any error messages or screenshots</i>   