

**AUTOMATED WEATHER OBSERVING SYSTEM (AWOS)
MAINTENANCE AND SUPPORT SERVICES**

THIS SOFTWARE AND HARDWARE MAINTENANCE, AND SUPPORT SERVICES 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 ALL WEATHER, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, HAVING ITS PRINCIPAL OFFICE AT 1165 NATIONAL DRIVE, SACRAMENTO, CA 95834 (HEREINAFTER REFERRED TO AS THE "LICENSOR").

RECITALS

A. County is the owner of, or has acquired rights to, the AWOS III P/T Software, Hardware and associated components (as defined below in Exhibit A).

B. Licensor shall provide the required software and hardware maintenance 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 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 and shall include all maintenance support services including but not limited to the tri-annual inspections and FAA annual validation as outlined in Appendix B "Price Schedule".

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows:

- 1) These terms and conditions, 2) the Scope of Services (Appendix A), 3) the Price Schedule (Appendix B), 4) the Designated Equipment (Exhibit A) and any associated addenda and attachments thereof.

ARTICLE 3. AGREEMENT TERM

3.1 The Agreement shall become effective on the date that it is signed by the County or the Licensor, whichever is later and shall be for the duration of five (5) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of three (3) additional years on a year-to-year basis.

3.2 Extension. The County also reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period or beyond any of the renewals.

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

ARTICLE 4. MAINTENANCE SUPPORT SERVICES

4.1 Licensor Obligations. Licensor shall provide the County with the required software and hardware maintenance support services as stated in Appendix A, Scope of Services.

ARTICLE 5. SOFTWARE MODIFICATIONS

5.1 Error Corrections and Updates. The Licensor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Licensor's release schedule for the term of this Agreement.

ARTICLE 6. FEES AND PAYMENT

Prices shall remain firm and fixed for the initial term of the Contract; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. Prior to completion of each twelve (12) month period, the County may consider a justified price adjustment. This adjustment is to be requested at least ninety (90) days prior to the then current 12-month period. Any adjustments to pricing shall be mutually agreed upon in writing by both parties. The County reserves the right to negotiate, accept, or reject any requested price adjustments.

6.1 Fees. The County shall pay the applicable software and hardware maintenance support fees for the AWOS as set forth in 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 Licensor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Licensor. All Services undertaken by the Licensor before County's approval of this Contract shall be at the Licensor's risk and expense.

6.2 Travel. With respect to travel costs and travel related expenses, the Licensor 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.

6.3 Fixed Pricing. Prices shall be in accordance with Appendix B, including any option or extension periods; however, the Licensor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

6.4 Invoices. All invoices issued by the Licensor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's contract number, and shall have a

unique invoice number assigned by the Licensor. It is the policy of Miami-Dade County that payment for all purchases by County agencies 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 shall be thirty (30) days from receipt of a proper invoice. All payments due from the County 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.

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

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

Attention: Norman Hegedus

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

ARTICLE 7. PROTECTION OF SOFTWARE

7.1 Proprietary Information. As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law. The Licensor 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.

7.2 Proprietary Rights. The County hereby acknowledges and agrees that the Licensor retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Licensor hereunder or furnished by the Licensor to the County and/or created by the Licensor for delivery to the County, even if unfinished or in process, as a result of the Services the Licensor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Licensor as well as its employees, agents, subcontractors 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 Licensor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- b) Accordingly, neither the Licensor nor its employees, agents, subcontractors 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 Licensor, or any employee, agent, subcontractors or supplier thereof, without the prior written consent of the County, except as required for the Licensor's performance hereunder.
- c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Licensor 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.

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

7.4 Ownership. County further acknowledges that all copies of the Software in any form provided by the Licensor are the sole property of the Licensor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Licensor's proprietary rights therein.

ARTICLE 8. CONFIDENTIALITY

8.1 Acknowledgement. County hereby acknowledges and agrees that the Software and Documentation constitute and contain proprietary products and trade secrets of the Licensor 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 Software and Documentation 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 Licensor in the course of the performance of the Agreement, may constitute Confidential Information and may not, without the prior written consent of the County, be used by the Licensor or its employees, agents, subcontractors 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 any entered into the Automated Weather Observation Station (AWOS) by Miami-Dade County or its designees shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Licensor nor its employees, agents, subcontractors 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 Licensor 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.

8.2 Maintenance of Confidential Information. The Licensor shall advise each of its employees, agents, subcontractors 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 subcontractors or supplier's employees, present or former. In addition, the Licensor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

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

8.4 Survival. County's obligations under this Article 8 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 9. WARRANTIES

9.1 Ownership. The Licensor represents that it is the owner of the entire right, title, and interest in and to the AWOS hardware and associated software, 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.

9.2 Limited Warranty. Licensor represents and warrants to the County that the Software, when properly installed by the County and used with the Designated Equipment, will perform substantially as described in Licensor's then current Documentation for such Software.

9.3 Modifications. Licensor represents and warrants that the Software and all Licensor supplied modifications will perform in accordance with this Agreement, all specifications, and all Documentation.

9.4 Limitations. Notwithstanding the warranty provisions set forth in Sections 8.2 and 8.3 above, all of Licensor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Licensor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Licensor from time to time. The Licensor shall have no warranty obligations with respect to any failures of the Software, which are the result of accident, abuse, misapplication, or extreme power surge.

9.5 Licensor's Sole Remedy. The Licensor's entire liability and the County's exclusive remedy shall be, at the County's option, either (a) return of the License and service fees paid to date or (b) repair or replacement of the Software; provided the Licensor receives written notice from the County during the warranty period of a breach of warranty. Any replacement Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

9.6 Limitation of Liability. COUNTY ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH THE LICENSOR 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 SOFTWARE AND DOCUMENTATION.

- a) Any provision herein to the contrary notwithstanding, the maximum liability of Licensor to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Software delivered to the County hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to the Licensor by the County for the Software whose license, use, or other employment gives rise to the liability.

ARTICLE 10. INTELLECTUAL PROPERTY INDEMNIFICATION

Licensor agrees to protect, defend, hold harmless, and indemnify the County from and against any claim, damages, liabilities, losses, expenses, or any other action brought against the County to the extent that such action is based on any threatened, alleged or actual claim that the Software or Documentation, when used in accordance with this Agreement, infringes a United States patent, trademark, copyright, trade secret, proprietary right, intellectual property right, privacy or similar right of any third party. Licensor shall pay all settlements, damages, and costs, including costs of investigation, court costs and attorney's fees, whether at the trial or appellate level, and all other costs and damages to the County; provided, that the County promptly notifies Licensor in writing of any claim, gives the Licensor sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in Licensor's opinion is likely to become the subject of such a claim, the Licensor at its sole cost and expense, and County upon mutual agreement shall, at its option, either: (i) procure for the County the right to continue using the Software and Documentation under the proprietary right of such third party, (ii) modify or replace the Software and Documentation to make it noninfringing, or (iii) refund the fees paid, upon return of the Software and Documentation. Licensor shall have no liability regarding any claim arising out of:

(i) use of the Software in combination with non-County software, data or equipment if the infringement was caused by such use or combination, (ii) any modification or derivation of the Software not specifically authorized in writing by the Licensor or (iii) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF LICENSOR AND THE EXCLUSIVE REMEDY FOR THE COUNTY RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE SOFTWARE.

ARTICLE 11. DEFAULT AND TERMINATION

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

- a) The County may, as a further sanction, terminate or cancel any other contract(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 contractual obligations with the County 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 Licensor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

11.2 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 written notice to the Licensor and in such event:

- a) The Licensor 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 Licensor 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) All compensation pursuant to this Article is subject to audit.

11.3 Events of Default. This Agreement may be terminated by the nondefaulting 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 Section 8 (Confidentiality) or makes an assignment in violation of Section 18 (Nonassignability); (3) if the Licensor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

11.4 Effective Date of Termination. Termination due to a material breach of Articles 7 (Protection of Software), or 8 (Confidentiality) 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.

11.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the AWOS hardware, software and associated documentation.

ARTICLE 12. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Licensor has with the County, the Licensor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Licensor under federal bankruptcy law or any state insolvency law.

ARTICLE 13. CONFLICT OF INTEREST

The Licensor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Licensor in this Agreement. This Agreement is entered into by the Licensor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Licensor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Licensor or to the best of the Licensor's knowledge any subcontractor or supplier to the Licensor?
- c) Neither the Licensor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Licensor shall have an interest which is in conflict with the Licensor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Licensor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Licensor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Licensor shall promptly bring such information to the attention of the County's Project Manager. Licensor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Licensor receives from the Project Manager in regard to remedying the situation.

ARTICLE 14. 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 for each area:

Miami-Dade Aviation Department
Dade-Collier Training & Transition Airport
54757 East Tamiami Trail
Ochoppi, FL 34141

Miami-Dade Aviation
Homestead General Aviation Airport
28700 SW 217th Avenue
Homestead, FL 33030

Attention: Norman Hegedus
Phone: 305-876-0464
Fax: 305-869-3908
Email: nhegedus@miami-airport.com

and to the Contract Manager:

Internal Services Department
Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Anthony Wells
Phone: (305) 375- 5765
Fax: (305) 375- 5688
Email: awells@miamidade.gov

(2) To the Licensor

All Weather, Inc.
1165 National Drive
Sacramento, CA 95834

Attention: Bob Perrin
Phone: 916-928-6779
Fax: 916-928-1165
E-mail: bperrin@allweatherinc.com

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 15. NONASSIGNABILITY

The Licensor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County except that Licensor may assign this Agreement to a buyer of all or substantially all of the assets of Licensor.

This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

ARTICLE 16. 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 17. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this contract 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 Licensor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Licensor for canceling service/maintenance during the year.

ARTICLE 18. 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 19. 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:

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.



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

LICENSOR

By: Bob Perrin

Name: Bob Perrin

Title: Executive Vice President

Date: April 4, 2014

Attest: _____

Corporate Secretary

Corporate Seal or Notary Seal

MIAMI-DADE COUNTY

By: Carlos Gimenez

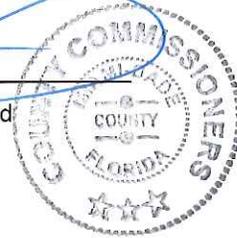
Name: Carlos Gimenez

Title: Mayor

Date: 4/22/14

Attest: _____

Clerk of the Board



Approved as to form and legal sufficiency

Assistant County Attorney

On April 4, 2014 before me, Laura Lynne Ball - Notary Public, personally appeared Bob Perrin of All Weather Inc. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument.

I certify under penalty of perjury that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Laura Lynne Ball





APPENDIX A – SCOPE OF SERVICES

APPENDIX A - SCOPE OF SERVICES
AWOS Maintenance Support Services

3.1 SCOPE OF WORK

All Weather Inc., herein referred to as the "Licensor" is responsible for providing all required hardware and software maintenance support services for the existing Automated Weather Observation Station (AWOS) III P/T located at the Homestead General Airport (X-51) and at the Dade Collier Training and Transition Airport (TNT). The AWOS systems are operated by Miami-Dade Aviation Department (MDAD), herein referred to as the "County". The Licensor will conduct at least three (3) tri-annual periodic on-site maintenance inspection visits which shall include at least one (1) annual validation with the appropriate Federal Aviation Administration (FAA) technician/inspector for each AWOS III P/T system currently operated by MDAD.

3.2 AWOS DESCRIPTION:

An AWOS is a computerized system that automatically measures one or more weather parameters, analyzes the data, prepares a weather observation that consists of the parameters measured, provides dissemination of the observations and broadcasts the observations to the pilot using an integral very high frequency (VHF) radio or an existing navigational aid (NAVAID), or Automatic Terminal Information Service (ATIS). AWOS enables pilots to obtain real-time weather and airport relevant information, enhancing safety of flight at non-towered airports.

3.1 SERVICES TO BE PROVIDED

Licensor shall be responsible for conducting a minimum of three (3) tri-annual maintenance service inspections which shall include at least one (1) Annual Validation with the appropriate Federal Aviation Administration (FAA) inspector on each AWOS III P/T system operated by MDAD located at TNT and X-51. Services to be provided by Licensor to the County include but are not limited to the following:

1. At least three (3) tri-annual (tri-annual intervals, not to exceed 155 days) on-site maintenance service inspection visits at each MDAD AWOS III P/T sites (X-51 and TNT Airports).
2. At least one (1) tri-annual visit shall include an on-site Annual Validation with the appropriate FAA qualified technician. Licensor shall coordinate the Annual Validation and certification with the appropriate FAA inspector.
3. On-site inspection expenses, including but not limited to: labor, travel, lodging, materials and tools for each on-site inspection and the FAA annual validation are included in the annual fee referenced in Appendix B "Maintenance Support Service Fees."
4. Licensor will perform on-site maintenance inspections using qualified field service technicians that have special knowledge and skills needed to maintain the AWOS III P/T system and can demonstrate proficiency in accomplishing the required maintenance procedures, are factory trained and certified to include Federal Communications Commission (FCC) licenses and are FAA approved.
5. Field service technicians will operate within ISO 9000:2000 Quality Management System certified requirements.
6. All required equipment will be calibrated with standards traceable to the National Institute of Standards and Technology (NIST).
7. During each tri-annual on-site visit, Licensor will perform the following preventive maintenance including but not limited to: cleaning AWOS III P/T system, lubrication,

- adjustment and calibration of equipment according to the applicable equipment manufacture maintenance procedures and FAA requirements.
8. Licensor shall provide telephone customer service support to MDAD from 8:00 AM to 5:00 PM (Eastern Standard Time) on standard business days Monday through Friday.



APPENDIX B - PRICE SCHEDULE

APPENDIX B - Price Schedule**Maintenance Support Services Fees**

| Dade-Collier Training & Transition Airport (TNT) and Homestead General Airport (X-51) | | |
|---|--------|-----------------|
| Description | Term | Annual Fee |
| AWOS Maintenance Support Services | Year 1 | \$8,100 |
| AWOS Maintenance Support Services | Year 2 | \$8,850 |
| AWOS Maintenance Support Services | Year 3 | \$9,300 |
| AWOS Maintenance Support Services | Year 4 | \$10,050 |
| AWOS Maintenance Support Services | Year 5 | \$10,500 |
| Initial Five (5) Year Contract Term Total: | | \$46,800 |

Option-Years-to-Renew Maintenance Support Services Fees

| Dade-Collier Training & Transition Airport (TNT) and Homestead General Airport (X-51) | | |
|---|--------|-----------------|
| Description | Term | Annual Fee |
| AWOS Maintenance Support Services | Year 1 | \$10,950 |
| AWOS Maintenance Support Services | Year 2 | \$11,100 |
| AWOS Maintenance Support Services | Year 3 | \$11,100 |
| Three (3) Optional Years to Renew Total: | | \$32,150 |

Optional Professional Services Fees

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 Weather, Inc. shall use GSA Per Diem rates for lodging and food and travel (coach class flights) will be billed at actual cost. 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.

| | |
|---------------------------------------|-------------------|
| Hourly Labor Rate: | \$146.00 per hour |
| List Price Discount for Parts: | N/A |
| Travel Hourly Labor Rate: | \$77.00 per hour |