



## SABRE AIRCENTRE® FLIGHT EXPLORER USER AGREEMENT

THIS USER 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 SABRE GLBL INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, HAVING ITS PRINCIPAL OFFICE AT 3150 SABRE DRIVE, SOUTHLAKE, TEXAS 76092 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

### RECITALS

Contractor desires to grant to the County and the County desires to obtain from the Contractor access and use of the Sabre AirCentre® Flight Explorer system (the "System") and accompanying data (the "Data").

NOW, THEREFORE, the parties hereto agree as follows:

### **ARTICLE 1. GRANT OF RIGHTS**

Contractor grants to the County a personal, limited, revocable and non-exclusive right during the term of the Agreement to (a) access and use the System and Data outlined in Appendix A "Scope of Services" solely for County airport operations, and (b) use of the associated documentation in support of the County's authorized use of the System. The documentation may be provided in paper, computer disk, over the web or via on-line help.

### **ARTICLE 2. SUBSCRIPTION FEES, METHOD AND TIMES OF PAYMENT**

2.1 Fees. In consideration for access and use of the System and Data, the County will pay Contractor maintenance and support fees on an annual basis as set forth in Appendix B, "Payment Schedule". 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 via amendment by the County and Contractor.

2.2 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

2.3 Invoices. All invoices shall be taken from the books of account kept by the Contractor, 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 shall 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.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is



owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade Aviation Department  
PO Box 025504  
Miami, FL 33102-5504

Attention: Carlos J. Garcia  
Email: [cgarcia@miami-airport.com](mailto:cgarcia@miami-airport.com)

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

### **ARTICLE 3. AGREEMENT TERM**

3.1 Term. The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later, and shall continue through the last day of the 60<sup>th</sup> month. 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 maximum total of fifteen (15) years. Prior to the County exercising the option to renew terms, the County and Contractor will work together to mutually agree to the updated pricing and incorporate the revised Appendix B "Payment Schedule" via Contract Amendment that will govern the financial terms.

3.2 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.

3.3 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. Prior to the County exercising the extension, the County and Contractor will work together to mutually agree to the updated pricing and incorporate the revised Appendix B "Payment Schedule" via Contract Amendment that will govern the financial terms.

### **ARTICLE 4. SUPPORT SERVICES**

4.1 Contractor Obligations. Subject to the terms and conditions of this Agreement, Contractor will provide the services necessary to remedy any Severity 1 or Severity 2 Errors in the System as provided herein. Support Services shall commence promptly after County has notified the Sabre Support Desk of the problem or performance deficiency ("Error") of the System. For any portion of the System that may be locally installed by the County, the County shall provide Contractor with the necessary remote access (e.g. modem) to County's operating system so that Contractor may provide remote diagnostic capability. Contractor does not assure performance of the Support Services if such remote access is not provided by the County when requested by Contractor.

4.2 Severity Levels. Severity levels shall be determined as follows:



- Severity 1 – A complete loss of service of the System. The System is inoperable and work cannot continue.
- Severity 2 – A severe loss of service of the System. Error affects a critical business function, however, use of the System can continue in a restricted fashion.
- Severity 3 – A moderate loss of service of the System. A workaround is available permitting use of the System's functionality.
- Severity 4 – No loss of service of the System. Problem is minor and no workaround is required.

4.3 Reporting. County may report a System Error by contacting the Sabre Support Desk twenty-four (24) hours a day, seven (7) days a week using any of the following methods:

- Phone: (682) 605-5555. *Note: All Level 1 Errors are to be reported by telephone, if possible, for the quickest response.*
- Email: [ProductSupport.Helpdesk@sabre.com](mailto:ProductSupport.Helpdesk@sabre.com)
- Internet Access: <https://community.sabre.com>

4.4 Software Version. County will have the right to review and upgrade to use of any new Versions (in executable code only) developed by Contractor for the System for the term of the Agreement. If County elects to upgrade the System to a new Version and if the new version requires additional fees and costs, this Agreement shall be amended to include an updated Appendix B, Payment Schedule. All new Versions obtained by the County herein shall be governed by the term of this Agreement and shall be included within the term "System" for all purposes. Contractor shall have no obligation to fix Errors in any Version of a System other than the most current Version and the immediately preceding Version of the System.

## **ARTICLE 5. INTELLECTUAL PROPERTY**

Contractor retains exclusive ownership of all intellectual property rights in the System and documentation, including any derivative work, or modification thereof. The System and its structure, organization, and source code constitute valuable trade secrets of the Contractor. The County agrees not to (i) modify, adapt, alter, translate, or create derivative works from the System; (ii) merge the System with other software; (iii) sublicense, lease, rent or loan the System to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the System; or (v) otherwise use or copy the System or Data except as allowed under this Agreement. The County may make a reasonable number of copies solely for the permitted use and for backup purposes. The County shall reproduce on each copy and on each partial copy of the System or documentation, any copyright notice and proprietary rights legend contained therein, as such notice and legend appear on the original.

## **ARTICLE 6. DATA**

The Data made available to the County pursuant to this Agreement is obtained by the Contractor from third party suppliers, including certain government entities such as the U.S. Federal Aviation Administration ("FAA"), the National Weather Service, Airservices Australia and others (collectively, the "Data Suppliers"). All Data is furnished for the County's use only and the County may not engage in any redistribution of any Data. If a Data Supplier terminates the Contractor's right to distribute their respective data, then such data will thereafter be excluded from the Data provided hereunder. The Contractor and the Data Suppliers do not warrant that County's access and use of the Data will be uninterrupted or error free. Further, the Data is provided "AS IS", without warranty of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement. The Data may be filtered to remove sensitive information such as military flights. Some Data may also be time delayed by at least five (5) minutes. Any Data is for advisory use only and is not guaranteed, sponsored, warranted by Contractor or any Data Supplier and



shall only be used for flight planning and situational awareness purposes. It is the County's sole responsibility to check and verify the accuracy of any Data prior to use and Contractor assumes no responsibility for the accuracy of the data and shall have no responsibility for errors resulting from omitted, misstated or erroneous information or assumptions.

The County may not use the Data for public display, print or broadcast media without prior written consent from Contractor. The Contractor is required by the Data Suppliers to uphold certain privacy and security policies. In all cases where permission is granted by the Contractor for the above mentioned purposes, the County is required to comply with certain guidelines for acceptable display content which will be provided by the Contractor. The County is also required to give proper credit, visually and/or audibly, to the Contractor, at each instance of display, publication or broadcast, in accordance with copyright and patent laws. Any failure to provide such credit shall be deemed to be a breach of this Agreement.

The County acknowledges that its sole point of contact with respect to the Data is the Contractor and, accordingly, the County agrees not to directly contact any Data Supplier, including but not limited to the FAA, ~~Airservices Australia, any FAA or Airservices Australia air-traffic-control facility, the FAA Air Traffic Control System Command Center,~~ regarding operational traffic flow management issues or technical or system problems.

The System and Data provided hereunder shall be used by the County in full compliance with the FAA Regulations Governing Access to Aircraft Situation Display to Industry (ASDI) and National Airspace System Status Information (NASSI). ASDI and NASSI Data are provided subject to the provisions of the FAA Memorandum of Agreement (MOA) for Industry Access to Aircraft Situation Display and National Airspace System Status Information Data of June 1, 2006. The Aircraft Situation Display (ASD) data includes the near real time position and other relevant flight data for civil instrument flight rules (IFR) aircraft receiving radar services within the National Airspace (NAS). The filtered data, meaning that military and sensitive operations are not included, is referred to as ASD to Industry (ASDI) data. The NASSI data includes a wide range of information regarding the status of NAS components, such as airport runway visual range and special use airspace data. The FAA, Airservices Australia and other Data Suppliers have reserved the sole right to: relocate, upgrade, and/or update the ASDI, NASSI and other Data streams in order to take advantage of advances in technology and for other reasons; modify the content (including data elements) of the ASDI and/or NASSI data stream; review prior to public availability, any and all applications of ASDI and/or NASSI data that can or are intended to be directly and freely accessed by the general public via an unrestricted, public access, mass media communications technology (e.g., Internet, television); identify users of the Data who are not in compliance with the FAA MOA and to interrupt, or direct the interruption and/or termination of the ASDI and/or NASSI data stream to those recipients; modify the FAA MOA if it is in the best interests of the United States Government, the aviation industry, or the general public; establish the criteria for the annual Direct and Indirect Subscriber Class One audits; take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into its possession.

If the County is classified by the FAA as a Class 1 User that has access to undelayed flight information, County will be required to execute the industry Memorandum of Agreement with the FAA and undergo the FAA required audit. The County will be solely responsible for the payment of the fees and charges incurred with respect to the execution of the MOA and the arrangements for and completion of any required audit. While commercial operators conduct business according to a published listing of service and schedule, general aviation operators do not. It is possible that public knowledge of the flight information of general aviation operators could compromise the privacy and/or security of individuals. The protection of such information is not covered under the Privacy Act (5 U.S.C.552a), and the cost of developing and operating the technical mechanisms required to manage that information exceeds available FAA resources. The FAA recognizes that certain industry initiatives exist to collect requests from aircraft owners to exclude their aircraft from ASDI data feeds available to the public, either in near real-time or in recorded (historical) format. The FAA accommodates these initiatives to the extent they support and respect these privacy and security interests. All users of this data are asked to consider and respect these privacy and security interests when developing and/or marketing ASDI and/or NASSI-based products. If the FAA determines that any Direct and/or Indirect Subscribers develop and/or



market products that violate this provision, the FAA's right to terminate the County's access and use of the Data shall apply.

The County understands and agrees that Runway Visual Range (RVR) data shall only be used for flight planning purposes. The Runway Visual Range (RVR) obtained from Air Traffic Control (ATC) is the OFFICIAL RVR.

Notice to Airman (NOTAM) information is subject to constant change. Accordingly, the County must have its pilots check with flight service for applicable NOTAMS prior to EVERY flight. The latest information can be obtained by calling 1-800-WXBRIEF (992-7433). County should always consult official NOTAMS for the latest restrictions. NOTAMS data provided under this Agreement is for pre-planning purposes only. The NOTAMS data available under this Agreement is not a complete list. Local NOTAMS, most laser light NOTAMS, and any NOTAMS other than restricted airspace are not included.

#### **ARTICLE 7. DEFAULT AND TERMINATION**

7.1 Termination for Default. Either party may terminate this Agreement if the other party breaches any material provision of the Agreement and fails to cure such breach within sixty (60) days following receipt of written notice from the non-breaching party describing the breach in detail. Upon the expiration or termination of this Agreement, all license or access rights granted herein will immediately cease to exist, the County shall promptly discontinue all use of the System, erase all copies of the System from the County's computers, and return to the Contractor all copies of the System and any other Contractor Confidential Information in the County's possession or control, and have an officer of the County certify to the Contractor in writing that it has fully complied with these requirements.

7.2 Termination based on fraud. The County may terminate this Agreement if the Contractor, 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.

#### **ARTICLE 8. CONFIDENTIALITY AND NON-DISCLOSURE**

8.1 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.

8.2 "Confidential Information" shall mean (i) information relating to a party's business, customers, financial condition, or operations, and (ii) any other information, whether in a tangible medium or oral and marked or clearly identified by a party as confidential or proprietary at the time of disclosure; except such information that (a) is known to the recipient prior to its first receipt of such information from the disclosing party, provided that such information is not subject to another confidentiality agreement of which the County and Contractor are a party, (b) is generally known to the public prior to its receipt by the recipient, (c) after receipt from the disclosing



party, becomes available to the public other than as a result of an unauthorized disclosure by any of the recipient's directors, officers, employees, agents or advisors, or (d) is independently developed by the recipient without access to or use of the Confidential Information.

8.3 Except as expressly permitted by this Agreement, all Confidential Information shall be held and protected by the recipient in strict confidence, shall be used by the recipient only as required to render performance or to exercise rights and remedies under this Agreement, and shall not be disclosed to any other third parties without the prior written consent of the owner thereof.

8.4 Each party may disclose the Confidential Information of the other party in response to a request for disclosure by a court or another governmental authority, including a subpoena, court order, or audit-related request by a taxing authority, if that party; (i) promptly notifies the other party of the terms and the circumstances of that request, (ii) consults with the other party, and cooperates with the other party's reasonable requests to resist or narrow that request, (iii) furnishes only information that, according to written advice of its legal counsel, that party is legally compelled to disclose, and (iv) uses reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded the information disclosed.

8.5 Survival. County and Contractor'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. INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend the County against any action brought against the County to the extent that such action is based on a claim that the System, when used in accordance with this Agreement, infringes a United States copyright and Contractor shall pay all costs, settlements and damages finally awarded; provided that the County promptly notifies Institution in writing of any claim, gives the Contractor sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any component of the System is finally adjudged to so infringe, or in the Contractor's opinion is likely to become the subject of such a claim, the Contractor and the County upon mutual agreement shall, at its option, either: (i) procure for the County the right to continue using the System, (ii) modify or replace the System to make it noninfringing, or (iii) if (i) or (ii) are not commercially and/or economically feasible, Contractor may accept return of the System and reimburse Country for any prepaid unearned fees and charges. The Contractor shall have no liability regarding any claim arising out of: (i) use of the System 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 System not specifically authorized in writing by the Contractor, or (iii) use of third party software.

The County will, at the County's expense, indemnify, defend and hold the Contractor, and their respective employees, agents, successors, directors, officers, subsidiaries, affiliates, and assigns harmless from any suits, losses, claims, demands, liabilities, costs, and expenses (including attorneys' fees and amounts paid to settle any claims), threatened, made, or filed by any third party resulting from or arising out of (i) the County's use of the System and Data, (ii) the County's failure to comply with any applicable laws and regulations, and/or (iii) the County's breach of this Agreement. The Contractor will provide the County with prompt written notice of any such claim, allow the County to control the defense and settlement of such claim, and provide the County with proper and full information and assistance at the County's expense to settle and/or defend any such claim. The County agrees not to settle any action, claim, or demand on the Contractor's behalf without the Contractor's prior written consent. The Contractor will have the right to participate in the defense and hire counsel of its choice.

#### **ARTICLE 10. DISCLAIMER OR WARRANTIES**

The Contractor disclaims all warranties, express, implied or statutory, regarding the system and data, including any warranties of satisfactory quality, merchantability, suitability, originality, fitness for a particular use or



purpose, title and noninfringement. No representation or other affirmation of fact shall be deemed a warranty for any purpose or give rise to any liability of the Contractor whatsoever. The County acknowledges that it has relied on no warranties in entering into this agreement.

**ARTICLE 11. LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE CONTRACTOR BE LIABLE TO THE COUNTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, SALES, REVENUE, USE, DATA, HARDWARE, SOFTWARE, OR GOODWILL; INTERRUPTION OF BUSINESS; ANTICIPATED OR LOST PROFITS; OR THIRD PARTY CLAIMS) THAT ARISE OUT OF OR IN CONNECTION WITH THE COUNTY'S USE OF OR INABILITY TO USE THE SYSTEM AND DATA. THE CONTRACTOR'S TOTAL AGGREGATE LIABILITY TO THE COUNTY OR ANY OTHER PERSON FOR ALL ACTUAL, DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES AND CHARGES ACTUALLY PAID TO THE CONTRACTOR BY THE COUNTY UNDER THIS AGREEMENT. THE COUNTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY WILL APPLY WHETHER OR NOT THE CONTRACTOR IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

**ARTICLE 12. ASSIGNMENT**

The Contractor shall not assign this Agreement or its rights hereunder without the prior written consent of the County. This Agreement and the rights and obligations of the Contractor and the County under it shall be binding on the Contractor's successors and assigns, and the County's successors and assigns that the Contractor authorizes with prior written consent.

**ARTICLE 13. 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 Aviation Department  
PO Box 025504  
Miami, FL 33102-5504  
  
Attention: Carlos J. Garcia  
Phone: (305) 876-0878  
Fax: (305) 876-0134  
E-mail: [cgarcia@miami-airport.com](mailto:cgarcia@miami-airport.com)

**and to the Agreement Manager:**

Miami-Dade County Internal Services Department  
Procurement Management Services  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974  
  
Attention: Kimberly Craig  
Phone: (305) 375-1443  
E-Mail: [kcraig@miamidade.gov](mailto:kcraig@miamidade.gov)



**(2) To the Contractor**

Sabre GLBL, Inc.  
3150 Sabre Drive  
Southlake, TX 76092

Attention: Kristen Elmi, Account Director  
Phone: (609) 601-7011  
E-mail: [Kristen.Elmi@sabre.com](mailto:Kristen.Elmi@sabre.com)

With a copy to:

Attention: Kenneth Bonsu, Billing Department  
Phone: (301) 634-8212  
E-mail: [flightexplorerbillingdept@sabre.com](mailto:flightexplorerbillingdept@sabre.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 14. 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 15. FORCE MAJEURE**

Either party shall be excused from performing hereunder (except for the payment of money) to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond its reasonable control, including, without limitation, acts of God, war, action of a governmental entity, strikes, lockouts, insurrection, protest, security breaches or other hostilities, embargos, blockades, fuel or energy shortages, inability to obtain the necessary materials or utilities from usual sources; provided that the party experiencing the force majeure provide the other with prompt written notice thereof and use all reasonable efforts to remove or avoid such causes.

**ARTICLE 16. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST**

a) Vendor Registration



The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Services, 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.



**ARTICLE 17. 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 subscription to the System.

**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. NATURE OF THE AGREEMENT**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

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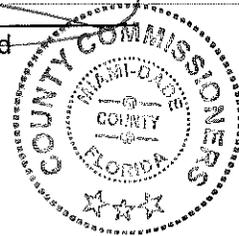
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date herein set forth below.

CONTRACTOR

MIAMI-DADE COUNTY

By: [Signature]  
Name: Nicholas Hoffmann  
Title: PROJECT MANAGER  
Date: 6/11/2015  
Attest: \_\_\_\_\_  
Corporate Secretary

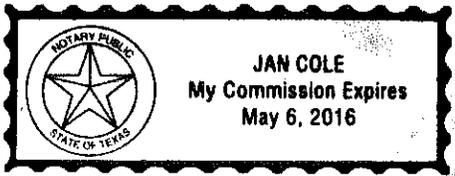
By: [Signature]  
Name: Carlos Gimenez  
Title: Mayor  
Date: 6/26/15  
Attest: [Signature]  
Clerk of the Board



Corporate Seal

Tarrant County, TX.  
Notarized before  
me Jan Cole on  
June 11, 2015.  
[Signature]

Approved as to form  
and legal sufficiency  
[Signature]  
Assistant County Attorney





**APPENDIX A – SCOPE OF SERVICES**

Sabre AirCentre® Flight Explorer System (the "System") and accompanying data (the "Data").

1. The System and Data included hereunder are authorized to be used by the County as follows:

Item Number	Product Code	Product Description	User IDs
1	FE-01	Flight Explorer Professional Edition	MDADFLTX2E
2	FE-01	Flight Explorer Professional Edition	MDADFLTXD
3	FE-01	Flight Explorer Professional Edition	MDADFLTXD2
4	FE-01	Flight Explorer Professional Edition	MDADFLTXE
5	FE-01	Flight Explorer Professional Edition	MDADFLTXGAH
6	FE-01	Flight Explorer Professional Edition	MDADFLTXGAO
7	FE-01	Flight Explorer Professional Edition	MDADFLTXGRC
8	FE-01	Flight Explorer Professional Edition	MDADFLTXGRC2
9	FE-01	Flight Explorer Professional Edition	MDADFLTXJ1
10	FE-01	Flight Explorer Professional Edition	MDADFLTXKW
11	FE-01	Flight Explorer Professional Edition	MDADFLTXSA
12	FE-01	Flight Explorer Professional Edition	MDADFLTXLC
13	FE-01	Flight Explorer Professional Edition	MDADFLTXJ2

2. **Flight Explorer (FE) Customer Portal:**

County will be provided unlimited access to the FE Customer Portal to allow for System updates and for use of the Online Training Module. Access to the FE Customer Portal shall be provided at no cost.



**APPENDIX B – PAYMENT SCHEDULE**

Annual Subscription Fees for user access to the Sabre AirCentre® Flight Explorer System (the "System") and accompanying data (the "Data") are as outlined below for the initial term of the Agreement.

<b>Product Code</b>	<b>Product Description</b>	<b>No. of Units</b>	<b>License Term</b>	<b>Fees</b>
FE-01	Flight Explorer Professional Edition	13	Year 1	\$42,900
FE-01	Flight Explorer Professional Edition	13	Year 2	\$42,900
FE-01	Flight Explorer Professional Edition	13	Year 3	\$42,900
FE-01	Flight Explorer Professional Edition	13	Year 4	\$42,900
FE-01	Flight Explorer Professional Edition	13	Year 5	\$42,900
<b>TOTAL INITIAL FIVE YEAR TERM:</b>				<b>\$214,500</b>

Should the County wish to exercise the contractual rights outlined within Article 3 "Agreement Term" pertaining to Optional Years to Renew and any extensions in its sole discretion, the applicable pricing shall be negotiated and mutually agreed to by both parties via a contract amendment.