

Solicitation RFP-00118

Automated Passport Control Kiosks

Bid designation: Public



Miami-Dade County

Bid RFP-00118 Automated Passport Control Kiosks

Bid Number **RFP-00118**
Bid Title **Automated Passport Control Kiosks**

Bid Start Date **Sep 22, 2014 3:51:53 PM EDT**
Bid End Date **Sep 24, 2014 6:00:00 PM EDT**
Question & Answer End Date **Sep 22, 2014 4:30:00 PM EDT**

Bid Contact **Josh Brown**
305-375-4725
joshbro@miamidade.gov

Contract Duration **5 years**
Contract Renewal **One renewal for 5-year contract**
Prices Good for **Not Applicable**

Bid Comments **Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Aviation Department (MDAD) is soliciting proposals for the purchase of Automated Passport Control (APC) Kiosks, capable of processing both international and domestic passengers to be located in designated United States Customs and Border Protection (CBP) areas throughout the Miami International Airport (MIA).**

Proposers shall be experienced in providing APC Kiosks, software licenses, configuration, installation, and maintenance support services. The successful Proposer will be required to install, configure, implement, and train staff on the use of the new APC kiosks proposed and provide ongoing maintenance and support services throughout the resultant contract term.

Added on Sep 10, 2014:

Please see Addendum No. 1 as attached for submitted questions and associated County responses. Additionally, the Proposal Submission Packet (including the Price Proposal Form) have been included in Microsoft Word Format as part of the addendum.

Miami-Dade County is reposting Solicitation RFP-00118 Automated Passport Control (APC) Kiosks due to technical problems associated with the servers supporting the BidSync website which prevented proposals from being submitted before the original submission deadline of 6:00 PM (Local Time) on Friday, September 19, 2014.

Per Addendum No. 2, the new proposal submission deadline is Wednesday, September 24, 2014 at 6:00 PM (Local Time). If you encounter any technical issues with the BidSync website, please contact technical support at 1-800-990-9339 (option 1, option 1).

Added on Sep 22, 2014:

Please see Addendum No. 2 for the Proposal Submission Deadline.

Addendum # 1

New Documents	Addendum No 2 RFP-00118 Final.pdf
---------------	-----------------------------------

Item Response Form

Item **RFP-00118--01-01 - Automated Passport Control Kiosks**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **Miami-Dade County**
No Location Specified
na
na

na FL 33128
Qty 1
Expected Expenditure \$1.00

Description

Please see the attached Price Proposal Section (Form B-1)



Request for Proposals (RFP) No. RFP-00118

For

AUTOMATED PASSPORT CONTROL KIOSKS

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for the
Miami-Dade Aviation Department

COUNTY CONTACT FOR THIS SOLICITATION:

Josh Brown, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4725
E-mail: joshbro@miamidade.gov

PROPOSAL RESPONSES DUE:

SEPTEMBER 19, 2014 AT 6:00PM

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Aviation Department is soliciting proposals for the purchase of Automated Passport Control (APC) Kiosks, capable of processing both international and domestic passengers to be located in designated United States Customs and Border Protection areas throughout the Miami International Airport.

Proposers shall be experienced in providing APC Kiosks, software licenses, configuration, installation, and maintenance support services. The successful Proposer will be required to install, configure, implement, and train staff on the use of the new APC kiosks proposed and provide ongoing maintenance and support services throughout the resultant contract term.

The County anticipates awarding a contract for an initial five (5) year period, with one (1) five-year option-to-renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	September 3, 2014
Deadline for Receipt of Questions:	September 8, 2014 at 6:00pm (Local Time)
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	Anticipated to begin the week of September 29, 2014
Oral Presentation:	If required by Evaluation/Selection Committee, anticipated to be held on October 6, 2014
Projected Award Date:	January 2015

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.



8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
9. The words "Should", "Will", "Can" to mean desirable features, but not mandatory requirements.
10. The word "MDAD" to mean the Miami-Dade Aviation Department.
11. The words "APC Kiosks" to mean the Automated Passenger Control Kiosks.
12. The word "MIA" to mean the Miami International Airport.
13. The word "CBP" to mean the United States Customs and Border Protection.
14. The words "CBP Documents" to mean U.S. CBP *Automated Passport Control Service Technical Reference Manual (Version 2, Document Number 3209000-TFM v2) in Attachment 2 and the U.S. CBP Automated Passport Control: Business Requirements (Version 15, April 2014) in Attachment 1.*
15. The words "CBP ICD" to mean U.S. CBP Automated Passport Control Service Release 2.0 Interface Control Document (Document Number 3209000-ICD) in Attachment 3.
16. The words "Notice to Proceed" to mean a written notice issued by the Project Manager authorizing Contractor to proceed with the work described in this agreement.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". **The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential.** The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive

advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Cone of Silence shall not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Communication with Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Selection Committee members or the Selection Committee as a whole are expressly prohibited. Any oral communications with Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

1.6 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.7 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.8 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES**2.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Aviation Department (MDAD) is soliciting proposals for the purchase of Automated Passport Control (APC) Kiosks, capable of processing both international and domestic passengers to be located in designated United States Customs and Border Protection (CBP) areas throughout the Miami International Airport (MIA).

Proposers shall be experienced in providing APC Kiosks, software licenses, configuration, installation, and maintenance support services. The successful Proposer will be required to install, configure, implement, and train staff on the use of the new APC kiosks proposed and provide ongoing maintenance and support services throughout the resultant contract term.

2.2 Background

Each year approximately 20 million international passengers enter the United States through MIA. The CBP currently processes passengers in person with a CBP agent or by an existing Automated Passport Control Kiosk. MDAD requires additional APC kiosks to be located in designated areas of MIA to automate processing and clearance times for arriving United States citizens and international passengers due to the continued and anticipated growth in international travel. MDAD and the CBP face multiple challenges to address extended processing and clearance times; it is anticipated that through the use of additional APC kiosks throughout MIA, the amount of time it takes for arriving passengers to clear customs will be reduced and the overall passengers experience will be improved.

2.3 Current Operating Environment

The Miami International Airport (MIA) currently uses 36 APC Kiosks located in Federal Inspection Service (FIS) areas in Concourse D and J. The APC Kiosks process US citizens, Canadian visitors with a V1 or B2 visas, and Visa Waiver Passengers who have filed their ESTA (Electronic System for Travel Authorization) on-line and have been in the U.S. since 2008. MIA is currently testing the LPR (Legal Permanent Resident) passenger component and anticipates use by LPR passengers in the fall of 2014. In 2012, MIA closed the FIS in Concourse E due to CBP staffing shortages, but is evaluating the deployment of APC Kiosks once CBP releases the software to process all international arriving passengers by 2016. The 30 APC Kiosks in Concourse D process approximately 20,000 international passengers daily with an estimated 36% of those passengers being eligible to use the APC Kiosks. The 6 APC Kiosks in Concourse J process approximately 7,500 passengers daily with an estimated 25% of those passengers being eligible to use the APC Kiosks. The operations, maintenance, and support services of the 36 existing APC Kiosks are not part of this solicitation.

2.4 APC Kiosk Hardware and Software Requirements

The selected Proposer must have a minimum of ten (10) APC Kiosks in a single location at an airport that is compliant with the processing of Visa Waiver Passengers at the time of proposal submission of this solicitation.

The selected Proposer must fully satisfy at a minimum all performance specifications for APC Kiosks as contained in the U.S. CBP *Automated Passport Control Service Technical Reference Manual (Version 2, Document Number 3209000-TFM v2) in Attachment 2 and the U.S. CBP Automated Passport Control: Business Requirements (Version 15, April 2014) in Attachment 1 "CBP Documents"*.

Additionally, each APC Kiosk provided to MDAD by the selected Proposer shall include:

- Touch screen technology, printer, passport reader, camera, biometric fingerprint capturing ability, other scanning devices, capability to communicate and receive secure messages to CBP and all other peripherals integrated into a sturdy floor standing design that complies with CBP documents and the Americans with Disabilities Act (ADA) handicap accessibility requirements.
- APC Kiosks shall be modular and scalable in design to support optional functionality.
- All hardware and software provided shall be in strict compliance with the above mentioned CBP documents and shall be able to comply with later versions of these specifications as they become available.
- MDAD reserves the right to add additional kiosks and/or locations at MIA or additional MDAD facilities throughout the term of this contract including any option-to-renew period(s). Additional kiosks must be consistent and compatible with all previous units provided. The successful Proposer shall also provide warranty documentation, inclusive of the warranty period and process for warranty services.
- Wi-Fi compatibility is highly desirable for all APC Kiosks.



2.4.1 APC Kiosk Hardware Requirements

In addition to the CBP technical and business requirements listed above, the selected Proposer shall include the following hardware components for each APC Kiosk including but not limited to:

- Min 15" Touch Screen
- Radio Frequency Identification (RFID) Reader
- Report Server and Printer
- Lockable Maintenance Access Panel to the kiosk and the base
- Method to secure the kiosk (base) to the floor
- Kiosk must include status lights on the unit that are easily identified
- ADA compliant including a forward facing headphone jack
- Ability to provide audible alerts (.wav files)
- Network connectivity (including CBP required interface)
 - The selected Proposer shall provide and maintain a secure interface with CBP for APC in compliance with the CBP Documents and approved by MDAD.

2.4.2 APC Kiosk Software Requirements

The selected Proposer shall deliver and maintain all software and data interface requirements as contained in the *U.S. CBP Automated Passport Control Service Release 2.0 Interface Control Document (CBP ICD)(November 25, 2013, Document Number 3209000-ICD) in Attachment 3 "CBP ICD"*. The selected Proposer shall provide a Kiosk Management Software (KMS) module for monitoring all kiosk activity, diagnostics, and testing through a single interface. The KMS shall be accessible by authorized users including MDAD technical support staff. The KMS shall provide a printer paper stock level and paper jam notification, kiosk online operational and offline inoperable notification to the MDAD Help Desk. The KMS must be able to generate exportable reports indicating kiosk usage, operating status, and other useful information to provide efficient technical support of all kiosks.

Additionally, the following software components are required from the selected Proposer, including but not limited to:

- CBP APC Phase 1, 2, and 3 compliant (Processing US Citizens, Canadian Citizens with B1 & B2 Visas, and Visa Waiver Passengers).
- APC Kiosks shall include a perpetual software license provided to MDAD for an unlimited number of kiosks / users
- The selected Proposer will provide the APC Kiosks with any ongoing software modifications including but not limited to error corrections, bug fixes, patches or other updates to the software.
- Facial Recognition Software
- Paper monitoring software to notify staff when paper is low or needs to be changed.
- Kiosk status and usage monitoring must be available remotely on a desktop and/or a tablet via android or IOS platform
- All SSL security licenses must be provided by the selected Proposer on behalf of MDAD inclusive within the proposed price for the length of the contract. All Interfaces through the MDAD networks shall be in compliance with MDAD standards.
- Existing GUI designs for touch screen interfaces / images shall be included within the proposal and approved by CBP and MDAD
- Other required screen images include, but are not limited to:
 - Not in Service ("Sorry") statement when the kiosk is not operational, has no access to APC applications or is experiencing other technical errors.
- Reporting function (provided daily, weekly, monthly, and annual in Microsoft Excel and other MDAD approved formats)

- Kiosk Software shall include, but not be limited to, the following languages: English, Spanish, German, French, Haitian Creole, Italian, Portuguese, Dutch, Chinese/Mandarin, Korean, Japanese, Danish, Finnish, and Swedish.

2.5 MDAD's Role and Responsibility

MDAD will be responsible for providing the following to the selected Proposer:

- Data and power connectivity to each individual APC location(s)
- Modifications to the flooring, to install conduit and cable routing to designated kiosk location areas as needed prior to installation
- Assistance and support of network connectivity, implementation and setup
- On-site technical support staff for coordination of testing and setup (the successful Proposer must perform actual setup and testing)
- On-site secure storage for kiosks and vendor equipment at the time of delivery and during installation. Storage will also be provided for consumable materials
- MDAD can provide office space for rent to the successful proposer as needed

2.6 Implementation Services to be Provided

The selected Proposer shall be responsible for providing on-site installation, integration, software implementation, and configuration services for all components of the APC Kiosks purchased under the resultant contract. The selected Proposer acknowledges that the installation location will be usable for passengers during the installation and implementation period. The selected Proposer shall be responsible for installation, calibration, and testing the Kiosks and insuring proper functionality prior to general public use. The selected Proposer must perform all implementation/installation services in selected location, which will be open to passengers, CBP agents and MDAD employees and in accordance with applicable laws, ordinances, rules, and regulations and in accordance with the appropriate CBP Documentation. All implementation services shall be coordinated through the authorized MDAD project manager.

APC Kiosks shall be installed in specific locations within existing CBP inspection facilities located within MIA and as directed and approved by MDAD, MDAD's contracted technical support staff and CBP officials. MDAD shall order the APC Kiosks in phases based on need, and will provide the selected Proposer with information relating to the installation locations.

Although it is anticipated that approximately one hundred and forty-four (144) APC Kiosks may be required in the resultant contract term; Proposers are advised that these are estimated quantities and not a guarantee.

Upon notification from MDAD regarding to the number of APC Kiosks needed in identified locations, the selected Proposer shall submit to MDAD a detailed work plan and schedule for all work, on-site testing, and installation. APC kiosks shall be installed, tested, and fully operational in compliance with CBP Technical and Business Requirements within 30 days after receiving a Notice to Proceed from MDAD.

The selected Proposer shall include a list of equipment to be used, with cut sheets with clearly marked dimensions of all equipment to be used. Also, the successful Proposer shall provide a detailed acceptance test plan to include preliminary acceptance testing of all hardware and software components. Preliminary acceptance testing will take place on-site at MIA as directed by MDAD. Final acceptance cannot occur until all failures or "unaccepted items" from the preliminary testing have been resolved and approved by MDAD and CBP. The successful Proposer must provide a report (checklist) for all kiosk hardware, software, installation, implementation, configuration, training components if an acceptable form.

Proposers should provide a detailed description of their approach and methodology to providing the APC Kiosks and all implementation services along with the associated project timeline for each phase in Item No. 9 of the Proposer Information Section based on the following schedule:

- Phase I: 36 APC Kiosks – Initial purchase
- Phase II: 36 APC Kiosks – Twelve (12) to Eighteen (18) months after initial purchase
- Phase III: 36 APC Kiosks – Twenty four (24) to Thirty (30) months after phase II
- Phase IV: 36 APC Kiosks – Twelve (12) months after Phase III

2.7 Software Maintenance and Support Services

The selected Proposer shall provide all software maintenance support services for the APC Kiosks, throughout the term of the contract, including any optional renewal periods. At a minimum, maintenance services shall include updates and upgrades to the APC Kiosks to maintain compatibility with current and future CBP requirements affecting only the Phases delivered at the award of this contract. Maintenance Services on the software shall include corrections of any substantial defects, fixes of any minor bugs, and fixes due to any conflicts with mandatory operating system security patches as well as upgrades to new version releases. All environments, production and non-production, including testing and staging shall also be covered under Maintenance Services. Maintenance Services may be provided via Remote Services using virtual private network (VPN) access.

2.8 Technical Support Services

The selected Proposer shall be responsible for providing on-site and on-call technical support services to ensure optimal performance of the proposed kiosks, including all components. This should include remote diagnostic tools to detect and correct application errors in the software component. All alerts or error notifications shall be sent to the MDAD IT Helpdesk. A Helpdesk representative will open a ticket and contact the vendor. The County’s preferred escalation process is outlined below:

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=First Level Support*	Serviced by the onsite maintenance provider and shall investigate the reported error and make best efforts to correct the problem.	Ten 10 Minutes	2 hours	Fifteen (15) Minutes
2=Second Level Support	Proposer shall dispatch additional technical support to assist the on-site service provider.	Fifteen (15) Minutes	Six (6) Hours	Two (2) Hours
3=Third Level Support	Combines the Manager, Proposer’s Director, MDAD IS&T Manager, Terminal Manager and Proposers Technical Support staff and higher level staff within MDAD. Primary focus is to resolve the problem by committing all available resources.	One (1) Hour	Forty Eight (48) Hours	Four (4) Hours

*In the event that the on-site maintenance provider is unable to correct the problem in a reasonable timeframe (not to exceed 2 hours) or the problem is outside the scope of the work defined herein, the vendor shall immediately contact the appropriate off-site support technicians to escalate the problem to the next level of support.. The Proposer’s on-site technical manager must monitor all calls for compliance with stated times and to arrange further support in a timely manner if necessary.



2.9 Warranty shall be one year from date of acceptance

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Proposer, the bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The Proposer shall be responsible for promptly correcting any deficiency, at no cost to the County, within five (5) calendar days after the County notifies the Proposer of such deficiency in writing. If the Proposer fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the Proposer, in writing, that the Proposer may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the Proposer fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Proposer in default of its contract, and/or (b) procure the products or services from another vendor and charge the Proposer for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.9.1 Extended Warranty for Hardware / Equipment / Devices

- A. The Proposer shall provide an extended warranty for the term of the resultant contract that shall meet the same system warranty coverage as described above and that was included during the first year factory warranty period. The extended warranty shall include preventative maintenance for all hardware, equipment, and/or devices to combat normal wear and tear from general usage to maintain proper operations. Such preventative maintenance shall include cleaning, inspection, and recalibration of the hardware, equipment, and/or /devices, at a minimum. The successful Proposer shall be responsible for all repairs and provide a detailed description of the Extended Warranty to be provided in Item No. 24 of the Proposer Information Section.

2.9.2 On-site Inventory of Consumables and Replacement Parts

The selected Proposer shall provide all consumables and supplies for the kiosks and associated equipment throughout the term of contract. All consumables and supplies from the selected Proposer must be able to fit and function as required in the kiosks provided by the Proposer.

Consumables shall include but not be limited to:

- APC thermal receipt printer paper. (Each roll of paper is expected to be able to print a minimum of 800 receipts). Quantities may be based on processing approximately 300,000 Passengers per month.
- Silicone Membrane Kits (20 membranes, and cleaner tape). Each kit is expected to process approximately 140,000 Passengers. (Each membrane shall process at least 7,000 Passengers).

The successful Proposer shall provide a minimum of three (3) months of consumables prior to final acceptance being issued to provide an initial baseline for usage and to establish re-ordering guidelines. The County reserves the right to purchase consumables from alternate sources if a lower price is available and obtain a cost concession from the awarded vendor.

The successful Proposer shall propose a list of replacement parts to MDAD and then after approval from MDAD maintain a minimum of 10% replacement parts for the kiosks to be housed on-site at MIA for the completion of immediate repairs. Replacement parts costs shall be inclusive within the annual Maintenance and Support payment.

2.10 Training

The successful Proposer shall provide system administration, user, kiosk diagnostics repair, and maintenance training to designated MDAD staff, CBP staff and other MDAD contracted system support staff. Training shall be on-site at MIA for up to fifteen (15) users and be coordinated with approved dates/time by MDAD. All training must be completed prior to Final Acceptance of each phase of APC Kiosks installed at MIA. Additional training shall be made available via on-line videos or other resources on an ongoing basis throughout the term of the contract awarded as a result of this solicitation. Proposers should provide a detailed description of the training services to be provided in Item No 18 of the Proposer Information Section.

The successful Proposer shall provide MDAD with a minimum of six (6) hard copies (sets) and one reproducible DVD. Manuals and documentation should include detailed instructions on the use, administrative, repair, and maintenance functions covering the kiosks, Kiosk and KMS software, peripherals, and related components.

2.11 Software Escrow

The selected Proposer shall be required to enter into a software escrow agreement with a licensed third party agent to house the source code associated with the proposed APC Kiosk at the time of Final Acceptance as well as subsequent updates throughout the life of the contract, including any extensions or renewals thereof. Proposers should provide a detailed description of escrow services and a copy of an existing sample escrow agreement in response to Item No. 21 of the Proposer Information Section. Software escrow shall be provided by the selected Proposer and pricing for software escrow fees shall be listed on the Form B-1 Price Schedule and will be paid to the selected Proposer. No third party invoicing shall be allowed.

2.12 Site Security Requirements

The successful Proposer shall be responsible for requesting the Miami-Dade Aviation Department (MDAD) issue identification to all employees and personnel under its control who require access to restricted areas on the Airport as a part of their regularly assigned duties, and shall return the identification badges of all personnel transferred or terminated from the employ of Proposer or Airport assignment and upon termination of this agreement. The selected Proposer shall promptly report to the Aviation Department the names of all person who were employed by the selected Proposer from whom they were unable to obtain the return of Department issued identification badges. In the event that an identification badge is not returned because of a failure by the selected Proposer, the selected Proposer shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require the selected Proposer to conduct and/or permit MDAD to conduct background investigations, criminal history checks and to furnish certain data on such employees before the issuance of such identification badges, to include the fingerprinting of employee applicants for such badges.

The successful Proposer must also provide local U.S. Customs and Border Protection (CBP) officials with required information for all vendor personnel that will work on-site for background checks before access to CBP areas will be granted. This information must be submitted at least one month before installation work is scheduled to begin. Proposers must comply with the "Conducting business with CBP" document per attachment No. 4 of the solicitation. MDAD will not provide escorts or escorting services. The successful Proposer shall be responsible for obtaining MDAD security badges prior to commencement of any onsite work per Attachment No. 5.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance.	30
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	30
3. Proposer's approach to providing the services requested in this Solicitation and capability to meet operational and business needs expressed.	20
<u>Price Criteria</u>	<u>Points</u>
4. Proposer's proposed price will be evaluated based on the value of the proposed APC Kiosks and associated services and the overall best value to the County.	20

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – “Lobbyist Registration for Oral Presentation” regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Evaluation/Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The County may award a contract on the basis of initial Proposals received. Therefore, each initial Proposal should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

6.0 ATTACHMENTS

Proposal Submittal Form

Proposal Submission Package

Form B-1 Price Proposal Schedule

Attachment 1 – U.S. CBP Automated Passport Control: Business Requirements (version 15, April 2014)

Attachment 2 – U.S. CBP Automated Passport Control Service Technical Reference Manual (version 2, January 2014)

Attachment 3 – U.S. CBP Automated Passport Control Interface Control Document

Attachment 4 – Conducting business with CBP in FIS

Attachment 5 – MDAD ID Badge Application

Draft Form of Agreement



**Miami-Dade County
Procurement Management Services
Proposal Submittal Form**

111 NW 1st Street, Suite 1300, Miami, FL 33128

Solicitation No. RFP-00118	Solicitation Title: Automated Passport Control Kiosks
-----------------------------------	--

Legal Company Name (include d/b/a if applicable): <input style="width:90%;" type="text"/>	Federal Tax Identification Number: <input style="width:90%;" type="text"/>			
If Corporation - Date Incorporated/Organized : <input style="width:90%;" type="text"/>	State Incorporated/Organized: <input style="width:90%;" type="text"/>			
Company Operating Address: <input style="width:90%;" type="text"/>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 5px;">City <input style="width:90%;" type="text"/></td> <td style="width:33%; padding: 5px;">State <input style="width:90%;" type="text"/></td> <td style="width:33%; padding: 5px;">Zip Code <input style="width:90%;" type="text"/></td> </tr> </table>	City <input style="width:90%;" type="text"/>	State <input style="width:90%;" type="text"/>	Zip Code <input style="width:90%;" type="text"/>
City <input style="width:90%;" type="text"/>	State <input style="width:90%;" type="text"/>	Zip Code <input style="width:90%;" type="text"/>		
Company Contact Person: <input style="width:90%;" type="text"/>	Email Address: <input style="width:90%;" type="text"/>			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 5px;">Phone Number (include area code): <input style="width:90%;" type="text"/></td> <td style="width:50%; padding: 5px;">Fax Number (include area code): <input style="width:90%;" type="text"/></td> </tr> </table>	Phone Number (include area code): <input style="width:90%;" type="text"/>	Fax Number (include area code): <input style="width:90%;" type="text"/>	Company's Internet Web Address: <input style="width:90%;" type="text"/>	
Phone Number (include area code): <input style="width:90%;" type="text"/>	Fax Number (include area code): <input style="width:90%;" type="text"/>			

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if Proposer has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that has a valid Local Business Tax Receipt, issued by Miami-Dade County; has a physical business address located within the limits of Miami-Dade County from which business is performed; and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming Proposer meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.**

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming Proposer is a Local Certified Service-Disabled Veteran Business Enterprise. **A copy of the certification must be submitted with this proposal.**

SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)

An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

Is your firm a Miami-Dade County Certified Small Business Enterprise? Yes No

If yes, please provide your Certification Number:

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

By executing this proposal through a duly authorized representative, the Proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the Proposer shall execute the proposal through a duly authorized representative and shall also initial this space:

. In such event, the Proposer shall furnish together with its proposal response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein.

<p align="center">Proposer's Authorized Representative's Signature:</p> <div style="border: 1px solid black; height: 20px; width: 80%; margin: 0 auto;"></div>	<p align="center">Date</p> <div style="border: 1px solid black; height: 20px; width: 80%; margin: 0 auto;"></div>
<p>Type or Print Name</p> <div style="border: 1px solid black; height: 20px; width: 80%; margin: 0 auto;"></div>	

PROPOSAL SUBMISSION PACKAGE COVER PAGE
REQUEST FOR PROPOSALS No. RFP-00118
AUTOMATED PASSPORT CONTROL KIOSKS

In response to the Solicitation, Proposer shall RETURN THE ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

1. Proposal Submittal Form, Cover Page of Proposal

Complete and sign the solicitation submittal form (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in Word and is included in the Solicitation attachments.

3. Affidavits/Acknowledgements

Complete and sign the following:

Lobbyist Registration for Oral Presentation
Fair Subcontracting Practices
Subcontractor/Supplier Listing

4. Form B-1, Price Proposal Schedule

Complete the requirements therein.

**PLEASE REFER TO THE FRONT COVER OF THIS SOLICITATION
FOR ELECTRONIC SUBMISSION INSTRUCTIONS.**

PROPOSER INFORMATION

Automated Passport Control Kiosks

TABLE OF CONTENTS

The Table of Contents should outline in sequential order the major areas of the proposal. Proposers should carefully follow the order and instructions outlined below. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

Minimum Qualification Requirements

The minimum qualifications requirements for this Solicitation are as follows:

1. The successful Proposer must have a minimum of ten (10) APC kiosks in a single location operating at an airport that is compliant with the processing requirements of Visa Waiver Passengers at the time of proposal submission of this solicitation.
 - The kiosks and software must be compatible with the current CBP requirements and must meet all technical specifications set forth by the U.S. Customs and Border Protection (CBP) Document Number 3209000-TRM, version 2 titled "Automated Passport Control Service Technical Reference Manual (version 2) in Attachment No. 2. Additionally, the Proposer must satisfy all business requirements set forth in the CBP Automated Passport Control: Business Requirements (Version 15 dated April 2014) in Attachment No. 1.
 - Proposers shall provide formal documentation, in the form of a client reference letter, from the U.S. airport where the ten (10) APC kiosks are in operation and confirm that the minimum qualifications set forth above were met.

Proposer's Experience and Past Performance

1. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
2. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

4. Provide a listing of all major clients using APC Kiosks.

Must Include:

- Name of the Agency
- Name/Title of the Contact Person
- Contact Person's Phone Number
- Contact Person's E-mail Address
- Project Title, Value, Start and End dates

Key Personnel and Subcontractors Performing Services

5. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub consultants and shall include the functions to be performed by the key personnel. All key personnel shall include all partners, managers, seniors and other professional staff that will perform work and/or services in this project. The organization chart shall include assigned roles and responsibilities as required by the "Technical Support Services Chart" in Section 2, paragraph 2.8 of the solicitation.
6. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
7. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
8. Provide resumes, with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposed Approach to Providing the Services

9. Describe Proposer's Project Management methodology and recommended strategies in performing the services described in Section 2.6 The Proposer shall describe its approach to project organization and management, to include the various project states and milestones, change of Scope management, implementation and training strategies, responsibilities of Proposer's management team, and necessary Proposer and County staffing required to complete the project. A complete timeline shall be submitted as part of the Proposal.
10. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
11. Provide a project schedule identifying specific key tasks and duration for each phase of the implementation.
12. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

13. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
14. Provide a detailed description of the APC Kiosks and associated hardware being proposed. This should include all information regarding the aspects of functionality. Please provide images or diagrams to illustrate each component. Additionally, Proposer should provide the recommended life cycle of the equipment and associated components to ensure optimal performance.
15. Provide a detailed description of the Kiosk Management Software (KMS) module as outlined in Section 2.4.2. of the Solicitation. Proposer's shall include a detailed explanation how the KMS software will interface (inclusive of configuring and synchronizing data) with CBP system(s) and include a mobile component that is compatible with both android and IOS operating systems.

Provide a detailed explanation of the approach to software maintenance services, including but not limited to the Proposer's policy regarding new software releases, software upgrades, updates, patches, bug fixes, optional software features, etc. Include approximate frequency at which updates and/or upgrades are released as well as the method for deploying such updates and/or upgrades.

16. Provide a detailed description of the power components, network capability and associated requirements to be provided by MDAD per Section 2, Item 2.5 of the solicitation.
17. Provide a detailed description of Proposer's technical support services including telephone and email support, response times, escalation procedures, days and hours available, etc. per Section 2, Item 2.8 of the solicitation.
18. Provide a detailed description of the training and training materials that are offered as part of the Proposal to the County. Provide the recommended number of on-site training hours, as well as any other type of training, including, but not limited to on-line tutorials, web seminar training (if available), training documentation etc.
19. Provide a description of anything (functionality, software, or hardware) not identified in the RFP that will be required to meet the Scope of Services outlined within the Solicitation.

Provide in detail the manufacturer's warranty pertaining to the kiosk products, hardware and software. Include written material describing any optional or extended warranties available from the proposer or manufacturer, and the costs for these additional warranties.

20. Describe the key value-added features of the proposal (products or services) that differentiate the Proposer from other APC Kiosks providers.
21. Provide a description of how the Proposer will meet the County's needs for Software Escrow and the recommended third party agent.
22. Provide a detailed description of the APC Kiosks' current and future status of Wi-Fi compatibility.
23. Provide a description of any customization work required to meet the needs of this solicitation and include the associated costs within table B-5 of the Price Proposal.

24. Provide a detailed description of the Extended Warranty coverage for all hardware, equipment, and devices per section 2.9.1 of this solicitation. Explain how maintenance services will be provided for hardware/equipment/devices including the recommended maintenance schedules. This should include information regarding preventative maintenance services on equipment as well as methodologies for developing potential predictive maintenance. Only maintenance services that are included in the cost proposal being proposed to the County should be included in the response to this question. Do not include information regarding services that are provided at an additional cost.

Provide a detailed description of how the Proposer will address the County's need for on-site inventory. This should include information on quantity of items to be provided or any other information required to meet this requirement. Provide a detailed description and unit cost of the consumable materials, replacement parts and repairs as required by the APC Kiosks. Provide the minimum storage requirements for on-site inventory including consumables inclusive of size, temperature, accessibility, etc.

PROPOSED PRICING

25. The Proposer's price shall be submitted on Form B-1 "Price Proposal Schedule" in the manner required on said attached form. All pricing must include **all cost elements** being proposed. This pricing **MUST** be inclusive of all costs to meet the requirements that the Proposer has identified that they are capable of providing in their RFP response. Proposers should include a detailed description of the cost models used in the provided cost breakdown tables.

EXCEPTIONS TO TERMS:

26. Identify if Proposer has taken any exception to the terms of this Solicitation or draft form of agreement. If so, indicate what alternative is being offered and the cost implications of the exception(s). Be advised that no exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive.



FORM B-1 PRICE PROPOSAL SCHEDULE

**FORM B-1 - PRICE PROPOSAL SCHEDULE
 Automated Passport Control Kiosks**

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. Pricing must include **all cost elements** including, but not limited to: software licenses, equipment/devices, implementation, configuration, integration, testing, training, warranty coverage, maintenance, support, and professional support services required to meet the specifications outlined in Section 2.0 of this solicitation document.

A. PROPOSED PRICE

The Proposer shall state its price for providing all minimum and desired services as stated in Section 2.0 - Scope of Services. The pricing submitted below shall be used to evaluate Proposers.

**TOTAL PROPOSED PRICE FOR THE AUTOMATED PASSPORT CONTROL KIOSKS
 OVER THE INITIAL FIVE (5) YEAR TERM:**

\$ _____

Note: A payment schedule will be negotiated with the selected Proposer based upon project milestones and deliverables (e.g., installation, County's final acceptance of deliverables, etc.)

B. BREAKDOWN OF PROPOSED PRICE

The Proposer shall provide a breakdown of the "Proposed Price" stated in Section A, above, as provided for in the tables below. Items that are not applicable shall be identified as "N/A"; items that are at no charge to the County shall be identified as "N/C". Unless otherwise indicated, the proposed prices set forth below will correspond to the initial five year contract term.

DESCRIPTION	TOTAL PRICE
Enterprise Software License Fee <i>(Please provide detailed cost breakdown in Table B1)</i>	\$
Equipment/Devices <i>(Please provide detailed cost breakdown in Table B2)</i>	\$
Testing, Configuration, and Implementation Services <i>(Please provide detailed cost breakdown in Table B3)</i>	\$
Customization Services <i>(if applicable)</i> <i>(Please provide detailed cost breakdown in Table B4)</i>	\$
Training <i>(Please provide detailed cost breakdown in Table B5)</i>	\$
Miscellaneous Costs / Fees <i>(Please provide a detailed cost breakdown in Table B6)</i>	\$

DESCRIPTION	TOTAL PRICE
Extended Warranty for Hardware / Equipment / Devices (Please provide a detailed cost breakdown in Table B7)	\$
Escrow Services (Please provide a detailed cost breakdown in Table B8)	\$
Software Maintenance and Technical Support Service Fees (Please provide a detailed cost breakdown in Table B9)	\$
*Total Proposed Price:	\$

** Note: Total Proposed Price shall be equal to the Proposed Price stated in Section A above.*

TABLE B1: PRICE BREAKDOWN FOR PROPOSED SOFTWARE APPLICATION	
Perpetual Enterprise License - Unlimited Kiosks / Users	\$
Total for Software License:	\$

TABLE B2 : PRICE BREAKDOWN FOR EQUIPMENT/DEVICES			
Description	Quantity	Unit Price Per Kiosk	Total (Unit Price x Quantity)
Phase I – APC Kiosks	36		\$
Phase II – APC Kiosks	36		\$
Phase III – APC Kiosks	36		\$
Phase IV – APC Kiosks	36		\$
Total for Equipment/Devices:			\$

TABLE B3 - PRICE BREAKDOWN FOR TESTING, CONFIGURATION, AND IMPLEMENTATION SERVICES	
Description/Milestone	Price
	\$
	\$
	\$
Total for Testing, Configuration, and Implementation Services:	\$

TABLE B4 - PRICE BREAKDOWN FOR CUSTOMIZATION <i>(if applicable)</i>	
Description/Milestone	Price
	\$
	\$
	\$
Total for Customization:	\$

TABLE B5 - PRICE BREAKDOWN FOR TRAINING SERVICES	
Description/Milestone	Price
	\$
	\$
Total for Training Services:	\$

TABLE B6 - PRICE BREAKDOWN FOR MISCELLANEOUS COSTS	
Description/Milestone	Price
	\$
	\$
Total for Miscellaneous Costs:	\$

TABLE B7 - PRICE BREAKDOWN FOR EXTENDED WARRANTY FOR HARDWARE / EQUIPMENT / DEVICES <i>(Inclusive of Extended Warranty, Consumables, Repairs, and Replacement Parts per Section 2.9.1 and 2.9.2 of the solicitation)</i>	
DESCRIPTION	Annual Fees
Extended Warranty and associated items (Contract Year 1)	\$
Extended Warranty and associated items (Contract Year 2)	\$
Extended Warranty and associated items (Contract Year 3)	\$
Extended Warranty and associated items (Contract Year 4)	\$
Extended Warranty and associated items (Contract Year 5)	\$
Total for Initial Term of Extended Warranty and associated items:	\$

TABLE B8 - PRICE BREAKDOWN FOR SOFTWARE ESCROW SERVICES	
Description/Milestone	Annual Fee
Software Escrow Service Fees – Year 1	\$
Software Escrow Service Fees – Year 2	\$
Software Escrow Service Fees – Year 3	\$
Software Escrow Service Fees – Year 4	\$
Software Escrow Service Fees – Year 5	\$
Total for Escrow Service Fees:	\$

TABLE B9 - PRICE BREAKDOWN FOR SOFTWARE MAINTENANCE AND SUPPORT SERVICES	
DESCRIPTION	Annual Fees
Software Maintenance and Technical Support Services Fees (Contract Year 1)	\$
Software Maintenance and Technical Support Services Fees (Contract Year 2)	\$
Software Maintenance and Technical Support Services Fees (Contract Year 3)	\$
Software Maintenance and Technical Support Services Fees (Contract Year 4)	\$
Software Maintenance and Technical Support Services Fees (Contract Year 5)	\$
Total for Initial Term of Software Maintenance and Support Services:	\$

C. OPTIONAL PRODUCTS/SERVICES

The Proposer shall state its price for providing all Optional Products and Services as provided for in the tables below. **These prices should not be included in the Proposer’s Total Proposed Price.** Unless otherwise negotiated by County and selected Proposer, these rates will remain in effect for the duration of any contract issued as a result of this RFP, including all option-to-renew periods and extensions exercised by the County.

C1. OPTION-TO-RENEW (OTR) PRICE BREAKDOWN FOR EXTENDED WARRANTY FOR HARDWARE / EQUIPMENT / DEVICES (Inclusive of Extended Warranty, Consumables, Repairs, and Replacement Parts per Section 2.9.1 and 2.9.2 of the solicitation).

Description	Annual Fees
Extended Warranty and associated items (Contract Year 6)	\$
Extended Warranty and associated items (Contract Year 7)	\$
Extended Warranty and associated items (Contract Year 8)	\$
Extended Warranty and associated items (Contract Year 9)	\$
Extended Warranty and associated items (Contract Year 10)	\$
Total for Years 6-10 of Extended Warranty and associated items:	\$

C2. OPTION-TO-RENEW (OTR) SOFTWARE MAINTENANCE AND SUPPORT SERVICES

Description	Annual Fees
Software Maintenance and Technical Support Service Fees Year 6	\$
Software Maintenance and Technical Support Service Fees Year 7	\$
Software Maintenance and Technical Support Service Fees Year 8	\$
Software Maintenance and Technical Support Service Fees Year 9	\$
Software Maintenance and Technical Support Service Fees Year 10	\$
Total for Software Maintenance and Support Services Fees (Years 6-10):	\$

C3. OTR SOFTWARE ESCROW FEES

Proposer must provide the cost to the county for depositing the Solution with a third party software escrow agent.

Description	Annual Fees
Software Escrow Agreement Fees <i>Contract Year 6</i>	\$
Software Escrow Agreement Fees <i>Contract Year 7</i>	\$
Software Escrow Agreement Fees <i>Contract Year 8</i>	\$
Software Escrow Agreement Fees <i>Contract Year 9</i>	\$
Software Escrow Agreement Fees <i>Contract Year 10</i>	\$
Total for Software Maintenance & Support Services Fees (Years 6-10):	\$

C4. OPTIONAL EQUIPMENT/ DEVICES

Product Description	Unit Cost Per Item
	\$
	\$
	\$
	\$
	\$
	\$

C5. OPTIONAL PROFESSIONAL SERVICES

Proposers are requested to provide pricing for optional professional services outside of the Scope of Work that may be required by the County during the term of the resultant contract. Additional positions may be added as applicable to the nature of the work to be performed.

Service	Proposed Hourly Rate
Project Manager	\$
Programmer	\$
Trainer	\$
On-Site Training (Per Day)	\$
	\$
	\$

Note: Compensation to the selected Consultant for Optional Professional Services shall be based on the projects assigned. The selected Proposer shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project.



FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. :		Federal Employer Identification Number (FEIN):	
Contract Title:			
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant	
Name of Firm	Date		
Address of Firm	State	Zip Code	

Notary Public Information

Notary Public - State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20__

by _____ He or she is personally known to me _____ or has produced identification

Type of identification produced _____

Signature of Notary Public Serial Number

Print or Stamp of Notary Public Expiration Date Notary Public Seal



U. S. Customs and Border Protection



Automated Passport Control: Business Requirements

Version 15
April 2014



Self Service Kiosks:
Business Requirements

[5/9/2014/4/2014](#)

Page | 1

Table of Contents

1. Introduction.....	4
1.1 Background.....	4
1.2 Purpose.....	4
2. Definitions.....	5
3. Business Requirements	5
4. Appendix A.....	13
5. Appendix B.....	14
6. Appendix C.....	15

1. Introduction

1.1 Background

U. S. Customs and Border Protection (CBP) is one of the Department of Homeland Security's largest components. CBP is responsible for protecting the United States' front line, while facilitating legitimate trade and travel. CBP is continuously working to improve the entry process for travelers and realize the goal of increased security while expediting the flow of legitimate travel. CBP is undergoing modernization efforts to streamline the inspection process, increase officer efficiency and reduce operating costs in order to provide better services and a more welcoming environment for all travelers entering the United States. Modernization efforts include the search for technology or other methods that can assist, facilitate and/or expedite the entry process.

Over 30 countries across the world have incorporated automation into the border clearance process. CBP has developed a data entry interface service, known as Automated Passport Control (APC), to facilitate the inspection process. The data entry service allows for interested airport authorities or terminal operators to provide APC data entry points (DEPs) in a Federal Inspection Services (FIS) area. The DEPs allow eligible travelers to transmit their travel information to CBP prior to speaking with a CBP Officer. The CBP Officer is then able to focus on identity verification, admissibility and questioning to determine purpose and intent of travel. This process will ultimately reduce the traveler's time spent with the CBP Officer, increase throughput, reduce processing times and enhance the overall traveler experience.

The intent of APC is to collect traveler information and transfer that information to CBP for law enforcement purposes. APC has been included in the Airport Technical Design Standard (ATDS), allowing airport authorities or terminal operators the option of utilizing kiosks or other technology to facilitate date entry. An airport authority or terminal operator can opt to implement APC in their respective FIS. The data entry equipment is provided by, maintained and owned by the airport authority or terminal operator. In order to initiate the APC implementation process, interested parties must coordinate with local CBP representatives. Local CBP representatives will submit a field facility request through proper channels and a Program Manager will be assigned to the project. All APC hardware, software and related communication must comply with CBP APC business and technology requirements. A technical requirements document is available upon request from CBP.

1.2 Purpose

The purpose of this document is to identify, at a high level, the business requirements for APC DEPs. Airport Authorities or terminal operators can opt to include kiosks or other technology as DEPs in an FIS as long as the components of the program (hardware, software, signage and/or other related material) meet the CBP business requirements and are agreed upon by the CBP Office of Field Operations.

2. Definitions

APC: Automated Passport Control

APC Services: Interface requirements between CBP and Airport Authorities to include a process flow description, process flow diagram, service processing concept, inputs and outputs, data elements, and reporting elements.

Data Entry Point (DEP): physical equipment used to facilitate Automated Passport Control Services including, but not limited to kiosks.

Family Unit: Members of a family residing in one household. This includes all persons, regardless of age who: 1. Are related by blood, marriage or adoption, 2. Lived together in one household at their last permanent residence, and 3. Intend to live together in one household after their arrival in the United States.

Kiosk User or User Group: the population eligible to use self service kiosks.

Family Unit: members of a family residing in one household and traveling together on the same flight.

FIS: Federal Inspection Services

3. Business Requirements

This section describes the business requirements for APC. Each business requirement has been prioritized as Critical, Important, or Optional. The disposition for each business requirement indicates the current status which is shown as “In process”, “Deferred” or “In Production”. The term ‘system’ in Section 3 refers to any physical equipment and/or any interface associated to the APC process.

Req#	Requirement	Priority	Disposition	Comments
1	Business entities seeking to implement APC must coordinate with CBP at the local level and Headquarters.	Critical		Local CBP must submit a project plan (FRR) to Mission Support, Facilities Division.
2	The system shall comply with CBP’s Interface Control Document (ICD).	Critical		Technical Agreement unique to each airport or location using APC
3	The system shall have the capability to communicate secure messages to CBP and receive messages from CBP.	Critical		Messages and security outlined in ICD.

Req#	Requirement	Priority	Disposition	Comments
4	The system shall allow APC Services to review and/or audit any code, encryptions, network connections and any other related technical specifications.	Critical		
5	The system shall be compliant with applicable privacy laws, regulations, agreements and policies.	Critical		
6	The system shall be accessible to an individual or family unit in the following languages: <ul style="list-style-type: none"> • English • French • Spanish • Italian • Japanese • Portuguese • Korean • German • Chinese 			Standardized language package for all kiosks. Airports can add additional languages to accommodate traveler populations specific to them.
7	The system shall display a welcome banner.	Important		Branding subject to CBP approval
8	The system shall display a notice informing the user that all information collected will be forwarded to CBP for law enforcement purposes and the user may be subject to random or further inspections.	Critical		Language located in Appendix C.
9	The system shall display a Paperwork Reduction Act (PRA) notice.	Critical		Language located in Appendix C.
10	The system shall be accessible to an individual traveler or family unit.	Critical		See Family Unit definition in Section 2 of the BRD.
11	The system shall include a touch screen monitor.	Critical		

Req#	Requirement	Priority	Disposition	Comments
12	The system shall require each individual traveler or member of a family unit to swipe, scan or insert a passport to collect passport information.	Critical		
13	The system shall collect all of the following information for each traveler: <ul style="list-style-type: none"> • First Name • Last Name • Date of Birth • Citizenship • Passport Number • Passport Country of Issuance • Passport Expiration Date 	Critical		
14	The system shall allow additional travelers in the family unit to be added once head of household or responsible party completes initial transactions.	Critical		System should prompt the responsible party to add additional travelers in a family unit
15	The system shall provide a means to cancel additional family members if this option was selected in error.			
16	The system shall require each user or responsible party to confirm the biographic and passport information collected for each traveler.	Critical		

Req#	Requirement	Priority	Disposition	Comments
17	<p>The system shall require a non-USC user to select a class of admission. The system should ask the traveler: “What is the primary purpose of travel?”</p> <p>Responses:</p> <ul style="list-style-type: none"> • B1-Temporary Visitor for Business (Canadian Citizens only) • B2- Temporary Visitor for Pleasure (Canadian Citizens only) • WB-Temporary Visitor for Business (Visa Waiver Travelers) • WT-Temporary Visitor for Pleasure or Transit (Visa Waiver Travelers) • Other-Lawful Permanent Residents or other visa classifications 	Critical		<p>An answer must be provided for each non-USC passport.</p> <p>The ‘other’ option should cease processing and refer the subject to traditional primary processing.</p>
18	The system shall require each traveler who meets CBP biometric guidelines to submit fingerprint images.	Critical	Phase III	Fingerprint images collected shall be NFIQ equivalent (Referenced in ICD and Appendix A of this document).
19	The system shall incorporate a fingerprint image capture device that is FBI EBTS Appendix F certified.	Critical	Phase III	See Appendix A
20	The system shall secure a photograph immediately after fingerprint capture for each traveler meeting CBP biometric guidelines (non-USC travelers). Photographs are required for all travelers.	Critical	Phase III	See photograph recommendations in Appendix B
21	The system shall waive fingerprints for each non-USC traveler meeting CBP biometric guidelines 13 years of age and younger; and 80 years of age and older. Photographs are required for all travelers.	Critical	Phase I, II and III.	

Req#	Requirement	Priority	Disposition	Comments
22	The system shall reject expired passports and refer user to a primary officer.	Critical		
23	The system shall obtain a flight list from CBP once daily.	Critical		
24	The system shall provide the user with flight information to confirm.	Critical		
25	The system shall allow a user to manually select the correct flight information from a list provided on a touch screen monitor if the flight <u>returned is not confirmed</u> .	Critical		The flight must be on the flight list provided by CBP specific to the particular airport.
26	The system shall provide the traveler with code share flight numbers in addition to the flight list provided by CBP.	Important		Including codeshares reduces confusion and makes a more seamless process for the traveler.

Req#	Requirement	Priority	Disposition	Comments
27	<p>The system shall allow an individual traveler or responsible party to answer CBP declaration questions by checking a “yes” or “no” box. Declaration Questions:</p> <ul style="list-style-type: none"> • Do you have any commercial merchandise or are you transporting currency or monetary instruments equal to or greater than \$10,000 U.S., or foreign equivalent, in any form? • Do you have any articles to declare that were acquired abroad and are being brought into the United States in excess of the duty free exemption? The duty free exemption is normally \$800 for U.S. residents and \$200 for flight crew members. • Do you have any fruits, vegetables, plants, insects, meats or meat products, dairy products, animals or animal/wildlife products, disease agents, cell cultures, snails, soil; or have you visited a farm/ranch/pasture outside the United States? • Have you been close to (such as touching or handling) livestock outside the United States? 	Critical		<p>The declaration questions are only answered one time for the entire family unit by the responsible party.</p> <p>Instructions that the declaration questions apply to entire family unit must be included.</p>
28	The system shall not allow user to proceed without answering declaration questions.	Critical		
29	The system shall provide user with ‘Yes’ and ‘No’ certification response boxes to permit travelers to verify all information is true and correct.	Critical		“Are you sure all the answers you provided are true and correct?”
30	The system shall not proceed until certification is answered.	Critical		

Req#	Requirement	Priority	Disposition	Comments
31	The system will transmit the user or family unit's collected data to CBP Automated Passport Control Services.	Critical		Transmittal information in ICD.
32	The system shall receive messages from CBP Automated Passport Control Service.	Critical		
33	The system shall provide a printed receipt with CBP codes and number of travelers in the group to each user.	Critical		Example: Receipt 1 of 3, 2 of 3 and 3 of 3 or 1 of 1.
34	The receipt shall include: <ul style="list-style-type: none"> • Automated Passport Control or other program identifier • CBP branding • The number of travelers in family unit. • Biographic information of each individual user. • Photo image of traveler • Carrier Code and Flight number. • Date of transaction • CBP generated security code. • CBP provided referral codes. • Class of Admission Chosen (for non-USC's only) • An "X" across the front if the traveler is being referred for further inspection based on referral codes. 	Critical		All receipt designs must be approved by CBP.
35	CBP must approve all receipt designs.			
36	CBP must approve any changes to receipt design after initial approval.			
37	The system shall inform the passenger where to go upon completion of the transaction.	Critical		

Req#	Requirement	Priority	Disposition	Comments
38	The system shall provide a thank you message to the user or family unit upon completion.	Important		
39	The system shall time out after allotted time on each screen page.	Important		Allotted time to be decided
40	The Graphical User Interface (GUI) must be approved by CBP.			APC screens
41	Any GUI changes after initial approval must be presented to and approved by CBP.			
42	The system will allow for internal audits and reporting capabilities.	Important		Reporting for system usage, usage time, system failures, response times, etc. This capability is designed for the kiosk owner to monitor usage. CBP does not have a data retention requirement.
43	The system will not maintain CBP records or user information or otherwise permit use or distribution of CBP or user information unless specifically authorized in writing by CBP.	Important		CBP will maintain records in currently available systems.
44	The system shall include a camera.	Critical		
45	The system shall include e-passport verification.	Optional	Deferred	
46	The system shall include biometric technology.	Critical		Fingerprint Technology-Must meet OBIM specifications.
47	DEPs shall be located in an area approved by CBP.	Critical		

Req#	Requirement	Priority	Disposition	Comments
48	All design layouts and kiosk placement must be approved by CBP.	Critical		
49	DEPs shall be properly secured and not pose a safety risk to the public.			Example: Any free standing equipment must be secured to ground and/or wall as not to fall over. Any monitors must be secured to equipment.
50	The system hardware, other than components used by the public, shall be located in a locked area.	Critical		
51	Access to equipment, hardware and software shall be limited to designated persons vetted by CBP or individuals already maintaining access to the preclearance or FIS area.	Critical		Designated persons are individuals who have a need to service, repair, audit, or maintain data entry points.
52	DEP owners must provide CBP Officers with work stations that meet ATDS.	Important		Airport Technical Design Standards can be provided upon request.
53	CBP will approve all proposed work stations.			
54	DEP owners must provide anti-fatigue mats for each CBP APC work station.			
55	Automated Passport Control shall not be branded. The APC process, hardware, software, GUI and/or any related advertising can only display an airport authority logo and a CBP logo.			
56	All media communications regarding APC should be coordinated with CBP Office of Public Affairs	Important		This includes press releases and ribbon cutting events.

NO PRIVATE RIGHT CREATED. This document does not confer or create any right, privilege, or benefit for any private person.

Appendix A

The Federal Bureau of Investigation approved list for forensic grade products (Appendix F) can be found at: http://www.fbi.gov/about-us/cjis/fingerprints_biometrics/iafis/iafis_cert. Use the link to 'FBI Certified Product List'. This list shows commercial products that have passed the FBI's technical specifications and are acceptable for capture and transmission of biometrics.

The National Institute of Standards of Technology (NIST) Fingerprint Image Quality (NFIQ) number is a prediction of a matcher's performance. The number reflects the predictive positive or negative contribution of an individual sample to the overall performance of a fingerprint matching system.

The scoring table below shows the National Institute of Standards and Technology Fingerprint Image Quality (NFIQ) thresholds for prints captured for each finger.

Number of Finger	Name of Finger	NFIQ Required Scoring
1	Right Thumb	1-2
2	Right Index	1-2
3	Right Middle	1-2
4	Right Ring	1-2-3
5	Right Pinky	1-2-3
6	Left Thumb	1-2
7	Left Index	1-2
8	Left Middle	1-2
9	Left Ring	1-2-3
10	Left Pinky	1-2-3

Appendix B

Photographic images should be ICAO conformant, meaning the face image would be captured as a digital photograph using JPEG, JPEG 2000, PNG, etc. The utility of a face image for either machine or human recognition is highly dependent on the quality of the photograph; therefore APC refers to the ICAO standards as "best practices" assuring a high quality capture. It is recommended that any Data Entry Point (DEP) mechanism ensures a face photograph maximizes as many ICAO quality parameters as possible, in order to translate into better identification services. The key parameters relate to size of the face relative to the full image frame, the angle, pitch, and yaw of the subject's head, and the evenness and intensity of the lighting. To the extent that subjects are cooperative and habituated to the DEP, simple mechanisms for adjusting lighting, focus, and size (e.g. zoom) and then snapping the picture when the subject's head is at the right angle all increase quality.

A recommended approach is to employ a "quality in the loop" image capture step that employs software capable of analyzing the image and then controlling the shutter. There are several commercial and non-commercial software packages that can be used to add this quality loop. The preferred parameters are:

- Pose: Full Frontal or Frontal Token
- Angle: +/- 5 degrees in all three dimensions
- Expression: Neutral
- Eyes: Open with >90 pixels from pupil to pupil
- Background: plain with no texture
- Lighting: No shadows or point lighting
- Size: Minimum 640 x 480 pixel
- Face Size: >1/2 width of frame and >3/4 height of frame
- Camera: 24 bit color

Appendix C

Disclaimer:

You are about to use a kiosk that is owned by [____] and that is used to facilitate processing by U.S. Customs and Border Protection (CBP) of travelers intending to enter the United States. The information you provide at this kiosk will be transmitted to CBP for official use and retention consistent with applicable U.S. laws and policies. The use of this kiosk is voluntary; if you do not wish to use this kiosk, please proceed directly to CBP primary examination. Regardless of whether you choose to use this kiosk, as a traveler seeking to enter the United States, you are subject to examination and inspection by CBP.

All information provided by you at this kiosk (whether on your behalf or on behalf of any travelers in your family unit) must be true and correct. Information you provide to CBP through this kiosk is considered a written statement, and you may be subject to sanctions, including criminal penalties, if you knowingly and willfully make a materially false, fictitious or fraudulent statement or representation.

For information about the CBP Privacy Policy and the Privacy Act of 1974, visit www.cbp.gov.

Paperwork Reduction Act Notice:

The U.S. Paperwork Reduction Act says we must tell you why we are collecting this information, how we will use it, and whether you have to give it to us. The information collected at this kiosk is needed to carry out the customs, agriculture, currency, and other applicable laws of the United States. CBP requires submission of this information to insure that travelers are complying with these laws and to allow us to figure and collect the right amount of duty and tax. Your response at this kiosk is mandatory; in some instances, you may also be required to complete a CBP Form 6059B. A U.S. agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid Office of Management and Budget (OMB) control number. The control number for this collection is 1651-0111. The estimated average time to complete this submission is 5 minutes per respondent. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection, 90 K Street, NE, 10th Floor, Washington, D.C. 20229. Exp. Mar. 14, 2014.

Certification:

By submitting the information provided at this kiosk to CBP, I am certifying that all information submitted is truthful.



U.S. Customs & Border Protection
Passenger Systems Program Office

Automated Passport Control Service Technical Reference Manual (Version 2)

January 24, 2014

Document Number:
3209000-TRM v2

For Official Use Only

Change Control Log

Revised by	Date	Description of Revisions
J. Muhlenberg	8/24/2012	Initial Document.
E. Connolly	8/31/2012	Updates
P. Williams	10/18/2012	Changed the document title
C. Swallow	10/24/2012	Updated diagrams, APC references, and added in Receipt Referral Codes
C. Swallow	11/13/2012	XML and editorial updates.
C. Swallow	10/16/2012	Added biometric section
C. Swallow	12/17/2012	Updated Diagrams and Tables
Judy Titterton	12/17/2012	Edited and formatted to PSPO standards
C. Swallow	12/17/2012	Include Process Flows
Y. White	12/19/2012	Updated the domain model.
C. Swallow	12/27/2012	Updated domain model and incorporating feedback.
C. Swallow	2/19/2013	Updates to sections 5.1 and 5.2
C. Swallow	3/12/2013	Updated process flow diagrams
C. Swallow	7/26/2013	Document overhaul to replicate more up to date information represented in the Phase 2 ICD (7/25/13), including diagrams, sample messages, sample message tables, section descriptions.
M. Nuriddin	7/30/2013	Revised – version 2
C. Swallow	1/24/2014	Document overhaul to replicate more up to date information represented in the Phase 3 ICD, including diagrams, sample messages, tables, and descriptions. Also included most recent work flow diagrams from 3209-015 User CR.

Table of Contents

1. INTRODUCTION.....	1
1.1 PURPOSE	1
1.2 SYSTEM OVERVIEW	1
1.3 BACKGROUND.....	1
1.4 DOCUMENT REFERENCES	2
1.5 REFERENCES AND STANDARDS	2
2. SYSTEM DESCRIPTION.....	4
2.1 SYSTEM IDENTIFICATION	4
2.1.1 Kiosk System.....	4
2.1.2 APC Service	5
3. INTERFACE OVERVIEW.....	7
3.1 FUNCTIONAL ALLOCATION AND DATA TRANSFER	7
3.1.1 APC Service	7
3.2 TRANSACTIONS	12
3.2.1 Data Exchange Transactions.....	12
3.3 SECURITY AND INTEGRITY	12
3.4 CONNECTION METHODS AND COMMUNICATION	12
3.4.1 IP Addresses	12
3.4.2 2-Way SSL Certificates	13
4. DETAILED INTERFACE SPECIFICATIONS	15
5. REQUIREMENTS.....	16
5.1 SECURITY AND ARCHITECTURAL REQUIREMENTS.....	16
5.2 INTEGRATION TESTING	16
5.3 DELIVERY AND ACCEPTANCE	16
5.4 KIOSK REGISTRATION	16
6. BIOMETRICS.....	17
6.1 FINGERPRINT CAPTURED BIOMETRICS	17
6.1.1 Fingerprint Images.....	17
6.1.2 NFIQ Scores	17
6.2 FACIAL PHOTOGRAPHICALLY CAPTURED BIOMETRICS	18
7. PROCESS FLOWS.....	20
8. OPEN DISCUSSION ITEMS	24

List of Figures

Figure 1. APC Service High Level Technical Architecture	4
Figure 2. APC Service Message Dialogue	8
Figure 3. APC Service Message Domain Model, Part 1	9
Figure 4. APC Service Message Domain Model, Part 2	11
Figure 5. Two-Way SSL Authentication	13
Figure 6. United State Citizens (USC)	21
Figure 7. Canadian Citizens (CAN)	22
Figure 8. Foreign National – US Visa Waiver	23

List of Tables

Table 1. Document References	2
Table 2. References and Standards	2
Table 3. NFIQ Scores	17
Table 4. Open Discussion Items	24

APC Service Technical Reference Manual

1. Introduction

1.1 Purpose

The purpose of this document is to provide the technical requirements that will need to be supported to interface a third party system with the Automated Passport Control (APC) Service. This third party system (referred in this document as the Kiosk System) will be used to facilitate and expedite border crossings at Customs and Border Protection (CBP) approved airports.

1.2 System Overview

CBP/Office of Information and Technology (OIT) is developing a non-airport specific Web service that will help facilitate and expedite border crossings for U.S., Canadian, and authorized Visa Waiver citizens at designated North American airports. This service will be offered so that an airport authority can develop third party data collection methods and systems that will assist the CBP Officer in completing the administrative portion of a border crossing inspection prior to speaking with an officer. The third party collection methods, hardware, software, and processes are referenced in this document as the Kiosk System for simplicity. The third party solution does not have to include a self-service kiosk system. The third party is free to offer alternative solutions to CBP and the airport authorities for their approval. Future service expansions will consist of U.S. eligible Visa Waiver travelers and select foreign nationals.

1.3 Background

CBP is one of the Department of Homeland Security's largest components. CBP is responsible for protecting the United States' front line, while facilitating legitimate trade and travel. CBP is continuously working to improve the entry process for travelers and realize the goal of increased security while expediting the flow of legitimate travel. The goal of the self-service kiosk in a CBP environment is to allow a traveler or family unit a portion of an inspection prior to speaking with a CBP Officer.

The intent of the kiosk system is to collect traveler information and transfer that information to CBP for law enforcement and border inspection purposes. A self-service kiosk option has been added to the Airport Technical Design Standard (ATDS), allowing Airport Authorities the option to use kiosks to facilitate data collection. CBP/OIT worked to develop a technology requirements package to provide to interested airport authorities. Under the ATDS, Airport Authorities can opt to incorporate kiosks as equipment in their respective Federal Inspection Services (FIS) areas. The kiosk equipment is provided by, maintained, and owned by the Airport Authority. Any kiosk procured and installed by an Airport Authority must comply with Automated Passport Control Services technology requirements and meet CBP Business requirements.

For information about this project, contact CBP Office of Field Operations (OFO) Andrew

Douglas (ANDREW.H.DOUGLAS@CBP.DHS.GOV) or Jeni Best (jeni.m.best@cbp.dhs.gov).

1.4 Document References

Table 1 lists the documents used as references for the APC Service Technical Reference Manual.

Table 1. Document References

User Reference Document Name	Document Identification Number	Location
U.S. Customs and Border Protection Fiscal Year 2009–2014 Strategic Plan		http://cbpnet.cbp.dhs.gov/xp/cbpnet/oc/resources/cbp_mission_lp.xml
CBP's Missions, Goals, and Priorities, FY2011-2013	2011-2013	http://cbpnet/linkhandler/cbpnet/oc/resources/goals2.ctt/goals2.pdf
CBP Information Systems Security Policy and Procedures Handbook, Version 3.0, Feb 8, 2012	HB 1400-05D Information Systems Security Policies and Procedures Handbook	http://pods.cbp.dhs.gov/docs/office%20of%20information%20&%20technology%20(oit)/handbooks/hb%201400-05d.pdf
Department of Homeland Security National Security Systems Policy Directive 4300B, Version 4.3, September 30, 2007	DHS National Security Systems Policy Directive 4300A	http://oitpal.cbp.dhs.gov/pal/code/AssetView.cfm?AssetID=10290
National Institute of Standards and Technology Special Publication 800-64, Revision 2, Security Considerations in the Information System Development Life Cycle, October 2008	NIST 800-64 Rev. 1	http://csrc.nist.gov/publications/nistpubs/800-64-Rev2/SP800-64-Revision2.pdf?bcsi_scan_E653FC67EE2638AB=hCChem36fG899nlGsA7uvCEAAABaQzqF&bcsi_scan_filename=SP800-64-Revision2.pdf

1.5 References and Standards

Table 2 lists references and information processing standards are used or referenced within this document.

Table 2. References and Standards

Reference/Standard	Document Identification Number	Document Location
National Information Exchange Model (NIEM)		www.niem.gov
Flight information and information processing standards		IATA , ICAO , and ISO 3166-1 etc.

3209000-TRM v2

Technical Reference Manual

January 24, 2014

Reference/Standard	Document Identification Number	Document Location
U.S. Department of State Passport Technical Standards		ICAO 9303

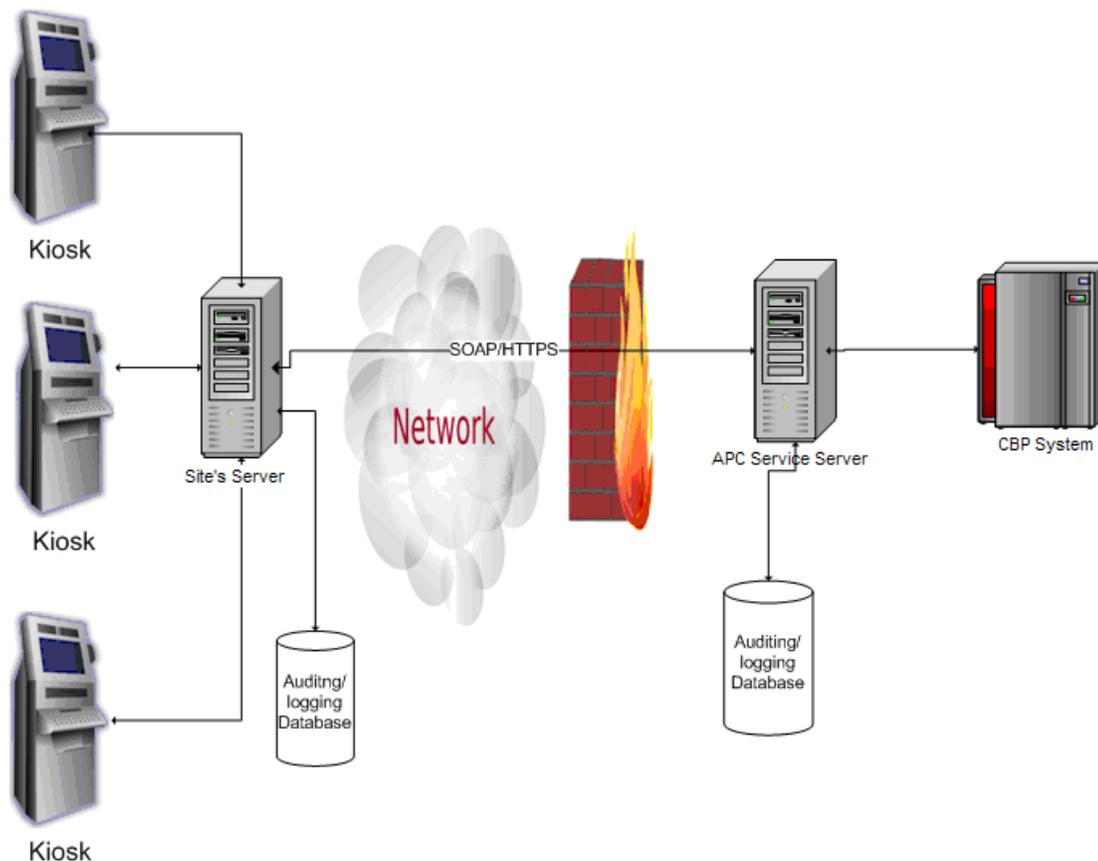
2. System Description

This section identifies the systems participating in the APC Service interface, the interfacing entities, and the interfaces to which this document applies.

2.1 System Identification

Figure 1 illustrates the high-level system components and interfaces that are used in the APC Service. The principle components of the system are the Kiosk System and the APC Service. The Kiosk System requests information from the APC Service while the APC Service interacts with various CBP systems to obtain a response relevant to the Kiosk System's request.

Figure 1. APC Service High Level Technical Architecture



2.1.1 Kiosk System

The Kiosk System is a self-service entry point used by Airport Authorities to collect traveler information and transfer that information to CBP for law enforcement purposes. The Kiosk

System is: (1) a piece of equipment in the form of a kiosk or other CBP approved device that allows a traveler to input data and (2) a site server that allows the kiosk to interface with CBP's APC Service for traveler processing. The Kiosk System is neither managed nor implemented by CBP; third-party vendors are responsible for its system implementation. While it interfaces with the APC Service to request traveler processing data, the Kiosk System is isolated from CBP's internal networks and systems.

The following functions will be performed by the Kiosk System:

- Meet the business, technical, and operational requirements
- Display information and instructions to the traveler(s)
- Collect the necessary travel information from each traveler
- Collect biometrics from traveler(s), if relevant
- Prepare and send the Traveler Validate Request(s)
- Process vetting results from the Traveler Validate Response message
- Request and receive the Traveler End message
- Prepare and print receipts for traveler as specified
- Record and document session information
- Request and receive the APC Service system status message
- Request and receive the latest flight list information from APC Service

2.1.2 APC Service

The APC Service is a web service that implements the high level requirements described in this section. The APC Service is the primary interface to CBP for the Kiosk System and will facilitate traveler vetting, flight manifest lookups, and flight confirmations. The APC Service and the Kiosk System support the overall goal of the Automated Passport Control program.

The following functions will be performed by the APC Service

- Read and validate the Flight List Request
- Prepare and send the Flight List Response
- Read and validate the Traveler Validate Request(s)
- Calculate the referral code according to the business rules for each traveler
- Prepare and send the Traveler Validate Response message
- Read and validate the Traveler End Request from the Kiosk System
- Prepare and send Traveler End Response(s)

- Prepare and send the Border Crossing record notifications to the appropriate CBP systems
- Read and validate the System Status Request
- Prepare and send System Status Response

The APC Service is hosted in the CBP National Data Center (NDC) and supported by the CBP Office of Information Technology (OIT) network and operations center. This center monitors and supports the network and servers to provide connectivity and system monitoring between the airport and NDC.

3. Interface Overview

3.1 Functional Allocation and Data Transfer

The APC Service supports four operations: System Status, Flight List, Traveler Validate and Traveler End Session. The System Status request allows the client to obtain the current state of the APC Service. Upon receiving the request, the APC Service sends a response indicating whether or not it is available for processing. The Flight List request signals the APC Service to obtain flight information from CBP's internal systems. Afterwards, the APC Service will format and send the appropriate flight manifest in the response message. The Traveler Validate request initiates vetting processing of a traveler for a border crossing. A response is sent to the client indicating the results of the traveler processing. Following a Traveler Validate request, a client sends a Traveler End call to request an end to the traveler processing. Upon receiving the request, the APC Service will process the traveler confirmation and send a response back indicating that the session for the traveler has completed.

The subsequent sections review the aforementioned data exchanges. Refer to them for details regarding the message components used to communicate with the APC Service.

3.1.1 APC Service

The APC Service provides four web service operations that allow the Kiosk System to request information from the APC Service. In each of the four dialogues, the Kiosk System initiates the message request and the APC Service provides a message response. The web services operations are:

- Flight List
- Traveler Validate
- Traveler End
- System Status

System Status and Flight List are standalone requests; they are informational services that inform on system availability and provide flight information, respectively. On the other hand, Traveler Validate and Traveler End are used in sequence as part of an interactive workflow that processes a traveler. Figure 2 shows the message dialogue that may occur between the Kiosk System and the APC Service.

Figure 2. APC Service Message Dialogue

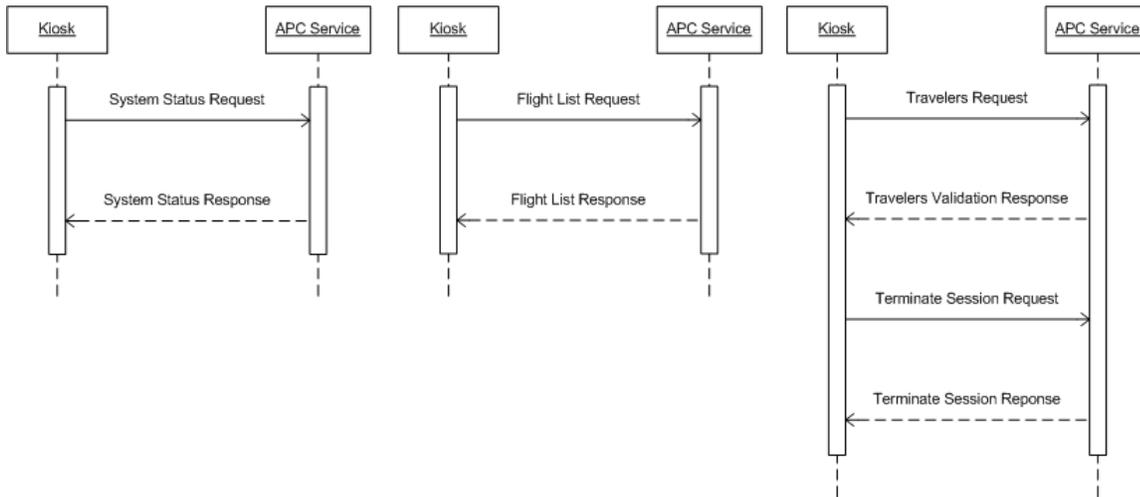
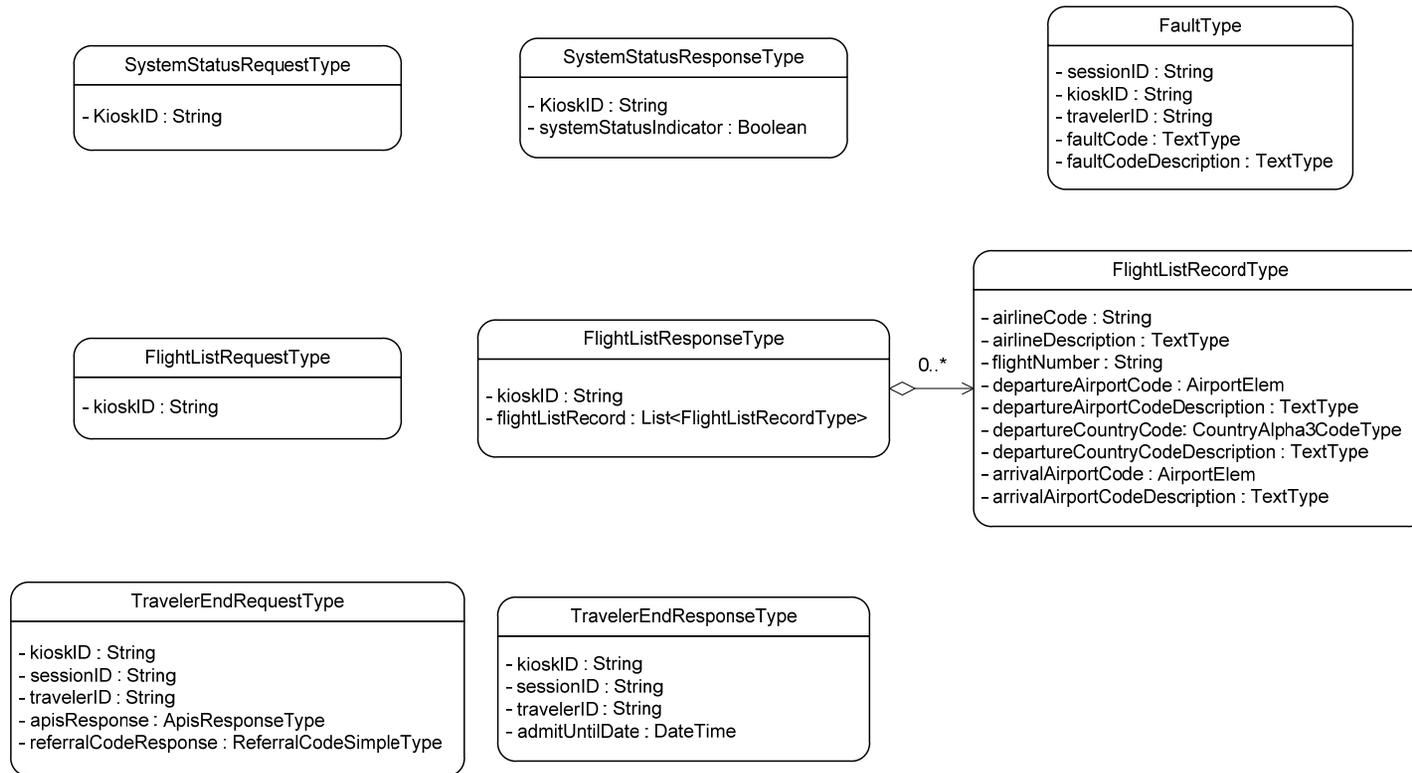


Figure 3 and 4 below document the basic XML Domain Model diagram. It describes the relationship of the dialogue of request and response message structures and from the APC Service and the Kiosk System.

Figure 3. APC Service Message Domain Model, Part 1

Figure 4. APC Service Message Domain Model, Part 2



3.2 Transactions

The transactions between the APC Service and the Kiosk System will consist of requests and responses. The information and data structures for the transaction exchanges are described in the Interface and Control Document (ICD).

3.2.1 Data Exchange Transactions

The National Information Exchange Model (NIEM) will be used to implement the XML data structures for the APC Service. The use of NIEM is DHS mandated and it provides the basic data types for XML validation.

Information on NIEM can be found at <http://www.niem.gov/>.

Information on the APC Service Information Exchange Package (IEPD) may be requested from CBP when needed.

3.3 Security and Integrity

The Kiosk System is hosted on an airport's network. The interface protocol between the airport network and the APC Service will be HTTPS/SOAP XML messages sent to and from an XML appliance and the Kiosk System. The XML appliance provides an isolation layer that protects the security and integrity of the CBP network. The SSL certificates and IP addresses, port number information, protocols, virus software and other technical controls are configured to ensure the security and information integrity of the CBP network. AES-256 encryption is required for messages sent from the kiosk to CBP.

Message information integrity is maintained through the use of XML and XSD validation schemas to ensure that each transaction is unique and accurate.

The Kiosk System shall not store any privacy sensitive data such as MRZ data, personal traveler data or referral codes. This information and the detailed security rules will be explained in the Privacy Impact assessment document.

3.4 Connection Methods and Communication

3.4.1 IP Addresses

Each site must provide CBP a publically routable IP address to be used in the Production environment and a separate IP address to be used in the Non- Production environment. If failover is included in the network design, IP addresses for each server should be provided. CBP recommends that a site provide no more than four (4) IP addresses to CBP.

3.4.2 2-Way SSL Certificates

The communication between the Kiosk System and the APC Server occurs via a two-way SSL connection utilizing mutual authentication. Certificates need to be from a publically recognized certificate authority, certified in the Federal Information Processing Standards (FIPS), a standard for adoption and use by Federal agencies that has been developed within the Information Technology Laboratory and published by the National Institute of Standards and Technology (NIST).

It is CBP's recommendation to use VeriSign or Entrust, both of which are acceptable registered certificate providers. Each Airport will utilize a single SSL Certificate to communicate with the CBP production site. A separate SSL certificate will be required for communication between the Airport non-production environment and CBP's non-production (test) environment. The one non-production certificate will be used for communication with both the CBP System Acceptance Test (SAT) and the CBP Quality Assurance (QAX) environments.

Prior to establishing communication between the systems, the APC Service will need to register the Kiosk System's

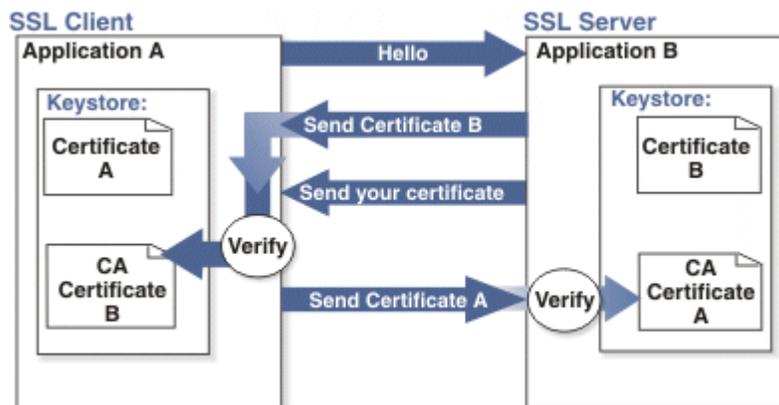
- (a) publicly routable IP address, and
- (b) public certificate (2048 bits) from a CBP approved Certificate.

In addition, the Kiosk System will need the APC Service's Certificate Authority certificate chain to authenticate the APC Service.

To successfully connect to the APC Service both parties must exchange and install the certificates prior to initiating the SSL conversation.

Figure 5 illustrates the certificate configuration for two-way SSL authentication between two applications.

Figure 5. Two-Way SSL Authentication



The SSL client (the APC Kiosk Server) initiates a connection to the SSL server (the APC Service) by opening a connection to the SSL server. Next, the SSL server presents its certificate to the SSL client for verification and then requests that the SSL client present its certificate to the

SSL server for verification. Once this protocol is completed and the certificates match then the communications dialogue between the Kiosk System and the APC Service may commence.

4. Detailed Interface Specifications

Specific details on the interface will be provided to each vendor as they become an approved participant. Once an agreement is in place, an Interface Control Document (ICD) will be created between CBP and the vendor, which will detail the interface specifications. This ICD will include message structure, processing times, IP addresses, port information, and estimated message sizes.

5. Requirements

5.1 Security and Architectural Requirements

To ensure that the kiosk system is meeting the CBP security and technical architecture requirements, the Kiosk System will have to go through an integration test and acceptance process with CBP to ensure compliance and conformance with CBP's technical and architectural requirements.

The Kiosk System can be audited at any time to ensure that the system meets the security and technical requirements. If a Kiosk System is found to not meet those technical requirements then the appropriate actions will be taken by CBP to address the situation.

5.2 Integration Testing

The integration testing will be an iterative process where the kiosk system will undergo a series of integration and acceptance tests to ensure that the Kiosk System meets the environmental, business, architectural, technical, and security requirements and controls needed to ensure compliance with CBP system requirements.

Any technical or functional items and noted issues and problems to be addressed will be noted and resolved by the kiosk before any installation at any airport. Modifications and updates to the kiosk system will be reviewed and this integration test process repeated.

5.3 Delivery and Acceptance

To ensure that the Kiosk system meets CBP requirements, there will be a final sign off acceptance agreement between the Kiosk System, the APC Service Program Manager, and CBP business owner and the airport organization before processing travelers can begin.

5.4 Kiosk Registration

Any kiosk that will be included in this program will need to be registered with CBP to include the airport location and a unique kiosk identifier. If a kiosk is to be taken offline or moved, CBP must be notified prior to that move.

6. Biometrics

The introduction of foreign national travelers being processed by the APC Service and Kiosk System will require the use of biometric capturing. The two forms of biometric capturing and submission will be the traveler's fingerprints and facial photo.

6.1 Fingerprint Captured Biometrics

Fingerprint Captured Biometrics sent to the APC Service for processing will need to follow the recommended standards described in this section for fingerprint image criteria and image quality thresholds.

6.1.1 Fingerprint Images

It is strongly recommended that the resolution for fingerprint images be 39.37 ppm (1000 ppi). It should be noted that as the class resolution is increased, more detailed ridge and structure information becomes available in the fingerprint image. However, in all cases the class resolution shall be at least 19.69 ppm (500 ppi). The variable-resolution fingerprint image data contained in the record may be in a compressed form. A list of FBI-approved forensic grade products can be found at the following link: http://www.fbi.gov/about-us/cjis/fingerprints_biometrics/iafis/iafis_cert

Click [FBI Certified Products List](#); this listing shows commercial products that have passed the FBI's technical specifications and are acceptable for capture and transmission of biometrics to the APC Service for processing.

6.1.2 NFIQ Scores

National Institute of Standards and Technology (NIST) Fingerprint Image Quality (NFIQ) number is a prediction of a matcher's performance; it reflects the predictive positive or negative contribution of an individual sample to the overall performance of a fingerprint matching system.

NFIQ has five levels of quality thresholds that are intended to be predictive of the relative performance of a minutia based fingerprint matching system, where an NFIQ score of 1 is the highest quality, and an NFIQ score of 5 is the lowest. Refer to Table 3 for required NFIQ scores for each associated finger.

Table 3. NFIQ Scores

Number of Finger	Name of Finger	NFIQ Required Scoring
1	Right Thumb	1-2
2	Right Index	1-2
3	Right Middle	1-2

Number of Finger	Name of Finger	NFIQ Required Scoring
4	Right Ring	1-2-3
5	Right Pinky	1-2-3
6	Left Thumb	1-2
7	Left Index	1-2
8	Left Middle	1-2
9	Left Ring	1-2-3
10	Left Pinky	1-2-3

A list of certified software vendors that meet FBI standards for Wavelet Scalar Quantization (WSQ) Gray-scale Fingerprint Image Compression Algorithm exchanges can be found at the following link: <https://www.fbibiospecs.org/wsq/Implementations/Default.aspx>

6.2 Facial Photographically Captured Biometrics

Facial Photographically Captured Biometrics is captured photographs of the face that produce a digital image. The digital image will need to conform with ICAO, meaning that the photograph of the face will need to follow ICAO photograph standards and be captured using transmittable formats of JPEG, JPEG200, PNG, etc.

The utility of a photographed facial image for either machine or human recognition is highly dependent on the quality of the photograph itself. Therefore, APC refers to the ICAO photograph standards as “best practices” to assure a high quality capture. Kiosk vendors are recommended to build in mechanisms that can ensure the facial photograph captured maximizes as many of the ICAO quality parameters as possible, translating into better identification services. The ICAO quality parameters relate to the size of the face relative to the full image frame, the angle, pitch, and yaw of the subject’s head, and the evenness and intensity of the lighting. To the extent that subjects are cooperative and habituated to the kiosk, simple mechanisms for adjusting lighting, focus, and size (e.g. zoom) and then snapping the picture when the subject’s head is at the right angle all increase quality.

A recommended approach is to employ a “quality in the loop” image capture step that employs software capable of analyzing the image and then controlling the shutter. There are several commercial and non-commercial software packages that can be used to add this quality loop. The Pre-Face product from Aware Inc., has been tested and shown to be effective in performing this function. The preferred parameters are:

- Pose: Full Frontal or Frontal Token
- Angle: +/- 5 degrees in all three dimensions
- Expression: Neutral
- Eyes: Open with >90 pixels from pupil to pupil

- Background: plain with no texture
- Lighting: No shadows or point lighting
- Size: Minimum 640 x 480 pixel
- Face Size: >1/2 width of frame and >3/4 height of frame
- Camera: 24 bit color

7. Process Flows

The following visualizations represent the processing workflow for the three types of travelers currently able to utilize APC kiosks, United States Citizens, Canadian Citizens, and Foreign Nationals of US Visa Waiver Countries.

Figure 6. United State Citizens (USC)

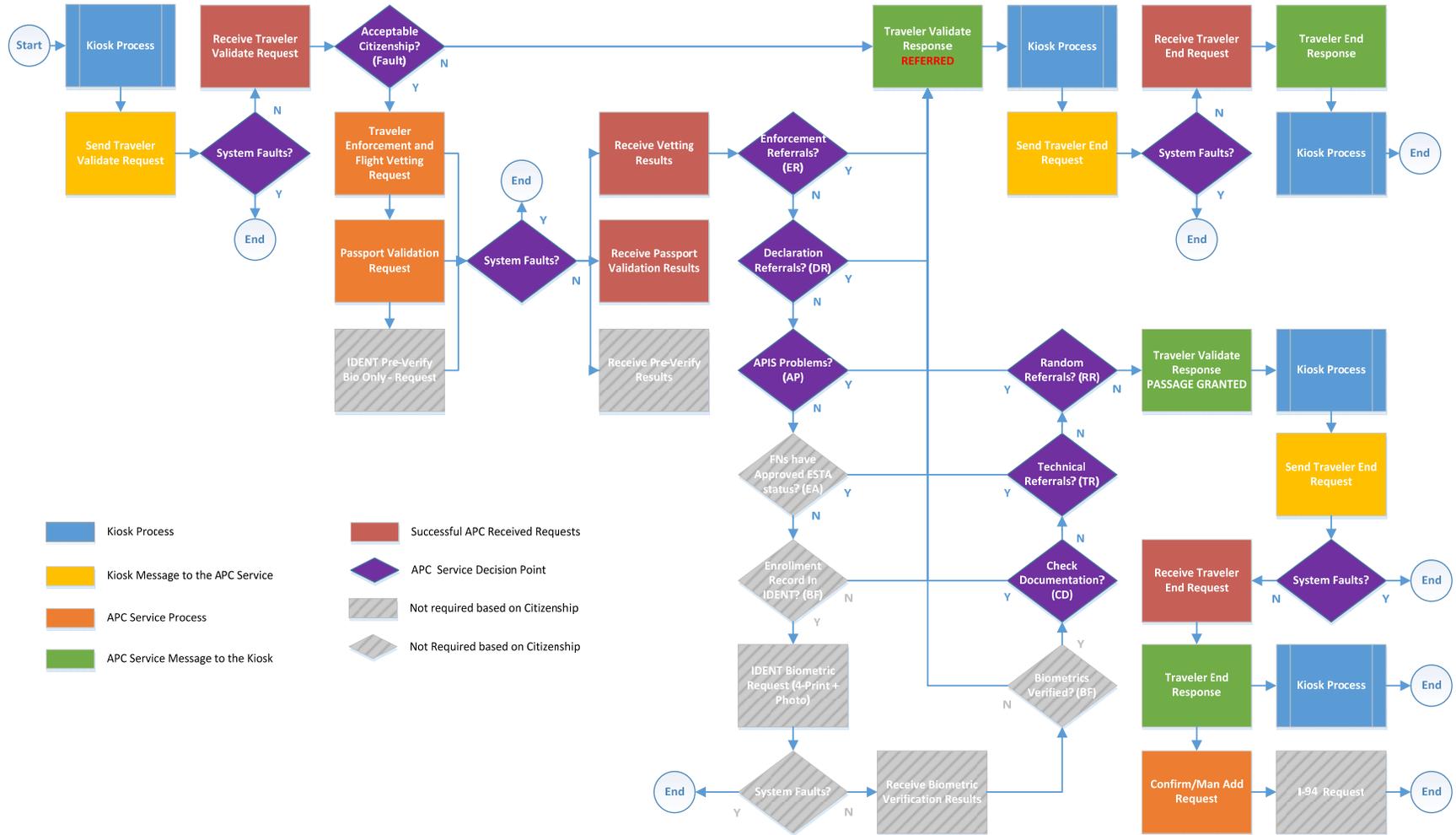
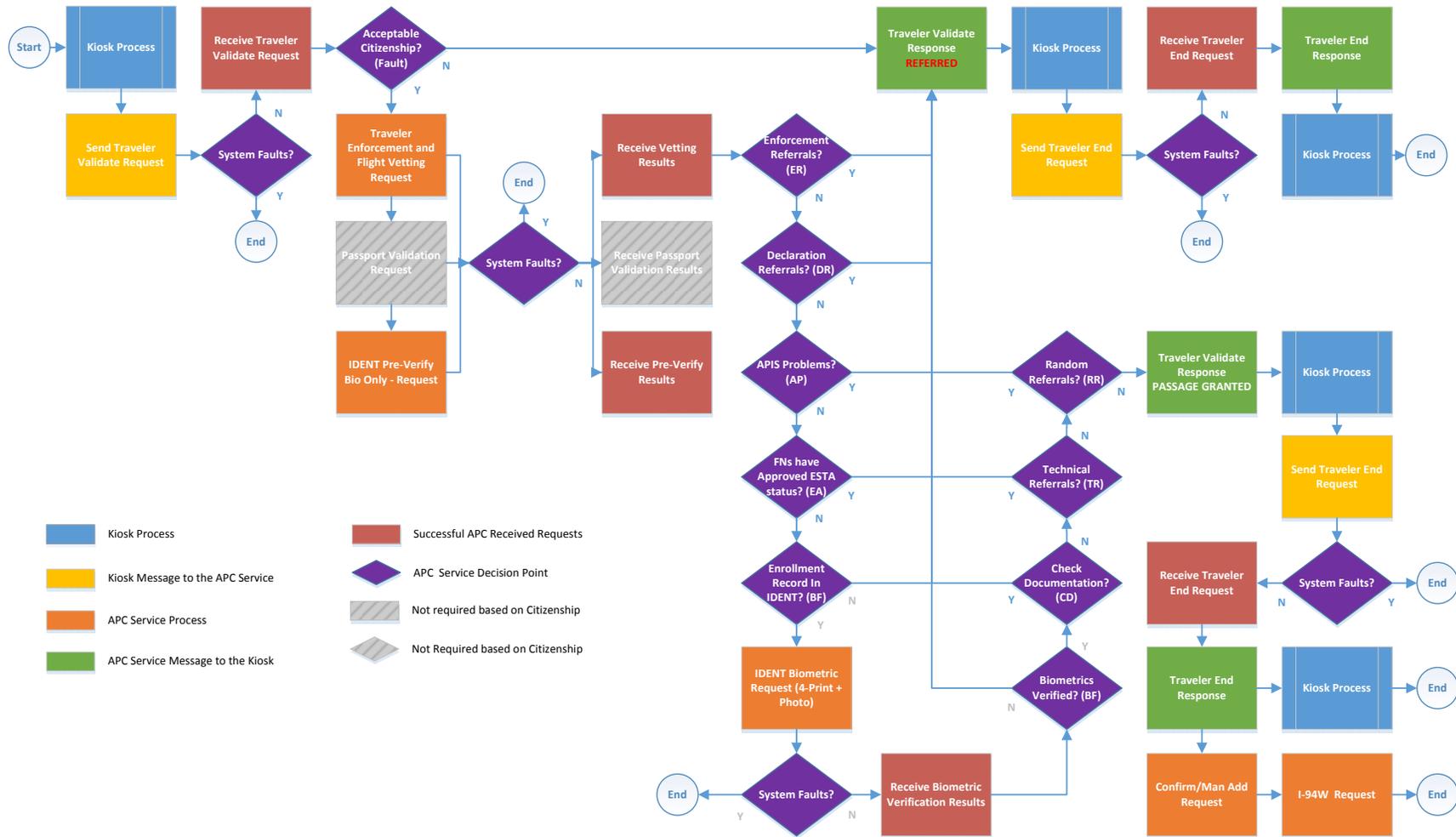


Figure 8. Foreign National – US Visa Waiver



8. Open Discussion Items

This section contains items and information that needs to be clarified throughout this document and other items that need to be discussed between the two parties involved with this exchange.

Table 4 lists open discussion items.

Table 4. Open Discussion Items

Item #	Title	Description



U.S. Customs and Border Protection
Passenger Systems Program Directorate

Automated Passport Control Service Release 2.0 Interface Control Document

November 25, 2013

Document Number: 3209000-ICD

For Official Use Only - Law Enforcement Sensitive

Change Control Log

Revised by	Date	Description of Revisions
CBP OIT	10/28/2013	Previous Document
CBP OIT	11/25/2013	<ul style="list-style-type: none">- Updated diagrams, tables, and SOAP samples with schema and messaging enhancements.- Overall document refinements.

Table of Contents

1.	INTRODUCTION.....	1
1.1	PURPOSE.....	1
1.2	SYSTEM OVERVIEW.....	1
1.3	BACKGROUND.....	1
1.4	CONTACT INFORMATION.....	2
1.5	DOCUMENT REFERENCES.....	2
2.	SYSTEM DESCRIPTION.....	3
2.1	SYSTEM IDENTIFICATION.....	3
2.1.1	Kiosk System.....	4
2.1.2	APC Service.....	4
3.	INTERFACE OVERVIEW.....	6
3.1	FUNCTIONAL ALLOCATION AND DATA TRANSFER.....	6
3.1.1	APC Service.....	6
	3.1.1.1. Communications Input.....	12
	3.1.1.2. Communications Output.....	22
3.1.2	Server Functions.....	28
	3.1.2.1. Communications.....	28
3.2	TRANSACTIONS.....	30
3.2.1	Data Exchange Transactions.....	30
3.3	SECURITY AND INTEGRITY.....	30
4.	DETAILED INTERFACE SPECIFICATIONS.....	32
4.1	INTERFACE SPECIFICATIONS.....	32
4.1.1	Processing Time Specifications.....	32
4.1.2	Message Specifications.....	32
	4.1.2.1. Data Exchange Transactions.....	33
	4.1.2.2. Environment Information.....	33
	4.1.2.3. Special Processing.....	33
	4.1.2.4. Interface Initiation.....	33
	4.1.2.5. Detailed Event Flow.....	33
	4.1.2.6. Flow Control.....	33
4.2	RECEIPT REFERRAL CODES.....	34
4.3	FAULT MESSAGES.....	35
5.	OPEN ITEM DISCUSSIONS.....	39

Table of Figures and Tables

Figure 1. APC Service High-Level Technical Architecture	3
Figure 2. APC Service Message Dialogue	7
Figure 3. APC Service Message Domain Model, Part I.....	10
Figure 4. APC Service Message Domain Model, Part II	11
Figure 5. FlightListRequest SOAP Message Example	12
Figure 6. TravelerValidateRequest SOAP Message Example	18
Figure 7. TravelerEndRequest SOAP Message Example	20
Figure 8. SystemStatusRequest SOAP Message Example.....	21
Figure 9. FlightListResponse SOAP Message Example	23
Figure 10. TravelerValidateResponse SOAP Message Example	25
Figure 11. TravelerEndResponse SOAP Message Example	26
Figure 12. SystemStatusResponse SOAP Message Example	27
Figure 13. SOAP Fault Message Example.....	28
Figure 14. Two-Way SSL Authentication.....	30
Table 1. Document References	2
Table 2. Common Data Type Definitions	7
Table 3. FlightListRequest.....	12
Table 4. TravelerValidateRequest Element	13
Table 5. Manual Entry Element	14
Table 6. DeclarationQuestion Element	14
Table 7. FingerprintCapture Element	14
Table 8. PhotoImageCapture Element.....	16
Table 9. SoftwareDetail Element.....	16
Table 10. FingerprintSegment Element.....	16
Table 11. FingerprintSegmentDetail Element.....	17
Table 12. DeclarationQuestionNumber Enumeration Element.....	17
Table 13. ClassOfAdmissionCode Values Accepted (Not an Enumeration Element).....	18
Table 14. TravelerEndRequest Element.....	20
Table 15. SystemStatusRequest Element.....	21
Table 16. FlightListResponse Element.....	22
Table 17. FlightListRecord Element	22
Table 18. TravelerValidateResponse Element	24
Table 19. ApisResponse Element.....	24
Table 20. Address Element	25
Table 21. TravelerEndResponse Element.....	26
Table 22. SystemStatusResponse Element.....	27
Table 23. Fault Element	27
Table 24. APC Service Message Time Specification.....	32
Table 25. APC Service Environment Information.....	33
Table 26. APC Service Receipt Referral Codes	35
Table 27. APC Service Fault Messages.....	36
Table 28. APC Service Open Discussion Items	39

Automated Passport Control Service / Kiosk System

Interface Control Document

1. Introduction

Purpose

The purpose of this document is to provide the interface specifications between the Kiosk System and the U.S. Customs and Border Protection (CBP) Automated Passport Control (APC) Service. This document provides a high-level overview of the technical architecture as well as identifies the message request and response dialogues, outlines message components, and provides data validation rules.

1.2 System Overview

APC is a service for international airports wanting to utilize third party self-service kiosks to support CBP primary processing. The APC Service will perform initial traveler vetting and flight manifest lookups for the third party kiosk system.

The APC Service is an internet facing web service that the Kiosk System will utilize to allow a traveler or traveler group to complete an expedited inspection.

1.3 Background

CBP is one of the Department of Homeland Security's largest components. CBP is responsible for protecting the United States' front line, while facilitating legitimate trade and travel. CBP is continuously working to improve the entry process for the traveler and realize the goal of increased security while expediting the flow of legitimate travel. The goal of the self-service kiosk in a CBP environment is to allow a traveler or family unit to complete a portion of an inspection prior to speaking with a CBP Officer.

The intent of the kiosk system is to collect traveler information and transfer that information to CBP for law enforcement and border inspection purposes. A self-service kiosk option has been added to the Airport Technical Design Standard (ATDS), allowing Airport Authorities the option to use kiosks to facilitate data collection. CBP/OIT worked to develop a technology requirements package to provide to interested airport authorities. Under the ATDS, Airport Authorities can opt to incorporate kiosks as equipment in their respective Federal Inspection Services (FIS) areas. The kiosk equipment is provided by, maintained, and owned by the Airport Authority. Any kiosk procured and installed by an Airport Authority must comply with Automated Passport Control Services technology requirements and meet CBP Business requirements.

1.4 Contact Information

Questions and comments related to this ICD should be sent to the APC OIT Group (APCOITGroup@cbp.dhs.gov).

1.5 Document References

The following documents were used as references for this APC Service / Kiosk System ICD:

Table 1. Document References

User Reference Document Name	Document Identification Number	Location
U.S. Customs and Border Protection Fiscal Year 2009–2014 Strategic Plan		http://cbpnet.cbp.dhs.gov/xp/cbpnet/oc/resources/cbp_mission_lp.xml
CBP's Missions, Goals, and Priorities, FY2011-2013	2011-2013	http://cbpnet/linkhandler/cbpnet/oc/resources/goals2.ctt/goals2.pdf
CBP Information Systems Security Policy and Procedures Handbook, Version 3.0, Feb 8, 2012	HB 1400-05D Information Systems Security Policies and Procedures Handbook	http://pods.cbp.dhs.gov/docs/office%20of%20information%20&%20technology%20(oit)/handbooks/hb%201400-05d.pdf
Department of Homeland Security National Security Systems Policy Directive 4300B, Version 4.3, September 30, 2007	DHS National Security Systems Policy Directive 4300A	http://oitpal.cbp.dhs.gov/pal/code/AssetView.cfm?AssetID=10290
National Institute of Standards and Technology Special Publication 800-64, Revision 2, Security Considerations in the Information System Development Life Cycle, October 2008	NIST 800-64 Rev. 1	http://csrc.nist.gov/publications/nistpubs/800-64-Rev2/SP800-64-Revision2.pdf?bcsi_scan_E653FC67EE2638AB=hCChem36fG899nlGsA7uvCEAAABaQzqF&bcsi_scan_filename=SP800-64-Revision2.pdf

The following APC documentation is relevant to this ICD:

- Automated Passport Control Service / Kiosk System Onboarding Guide
- Business Requirements (BRD)
- Technical Reference Manual (TRM)
- Interface Control Document (ICD), including APC Service's WSDL and XML schemas (this document)
- Automated Passport Control Integration Test Plan
- APC Frequently Asked Questions (FAQ)

2. System Description

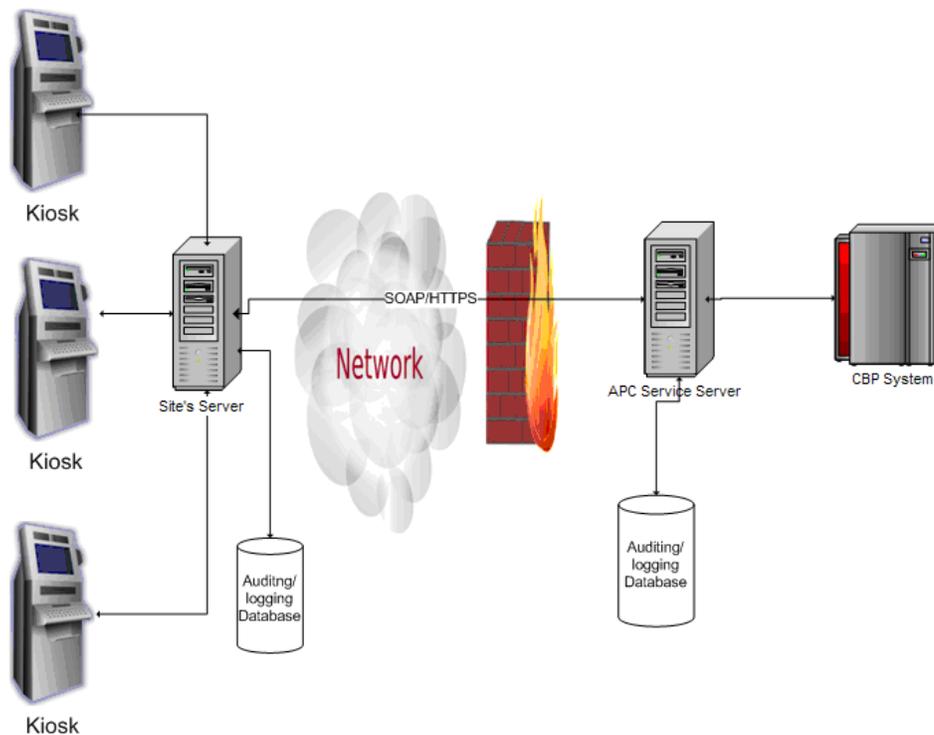
This section identifies the systems participating in the APC Service interface, the interfacing entities, and the interfaces to which this document applies.

This document will describe the messaging interface between the Kiosk System and the APC Service.

2.1 System Identification

Figure 1 illustrates the recommended high-level system components and interfaces used in the APC Service. The principle components are the Kiosk System and the APC Service. The Kiosk System requests information from the APC Service while the APC Service interacts with various CBP systems to obtain a response relevant to the Kiosk System's request.

Figure 1. APC Service High-Level Technical Architecture



Each Airport will utilize a single SSL Certificate to communicate with the CBP production site. A separate SSL certificate will be required for communication between the Airport non-production environment and CBP's non-production (test) environment. The one non-production certificate will be used for communication with both the CBP System Acceptance Test (SAT) and the CBP Quality Assurance (QAX) environments.

2.1.1 Kiosk System

The Kiosk System is a self-service entry point used by Airport Authorities to collect traveler information and transfer that information to CBP for law enforcement purposes. The Kiosk System is: (1) a piece of equipment in the form of a kiosk or other CBP approved device that allows a traveler to input data and (2) a site server that allows the kiosk to interface with CBP's APC Service for traveler processing. The Kiosk System is neither managed nor implemented by CBP; third-party vendors are responsible for its system implementation. While it interfaces with the APC Service to request traveler processing data, the Kiosk System is isolated from CBP's internal networks and systems.

The following functions will be performed by the Kiosk System:

- Meet the business, technical, and operational requirements
- Display information and instructions to the traveler(s)
- Collect the necessary travel information from each traveler
- Collect biometrics from traveler(s), if relevant
- Prepare and send the Traveler Validate Request(s)
- Process vetting results from the Traveler Validate Response message
- Request and receive the Traveler End message
- Prepare and print receipts for traveler as specified
- Record and document session information
- Request and receive the APC Service system status message
- Request and receive the latest flight list information from APC Service

2.1.2 APC Service

The APC Service is a web service that implements the high level requirements described in this section. The APC Service is the primary interface to CBP for the Kiosk System and will facilitate traveler vetting, flight manifest lookups, and flight confirmations. The APC Service and the Kiosk System support the overall goal of the Automated Passport Control program.

The following functions will be performed by the APC Service

- Read and validate the Flight List Request
- Prepare and send the Flight List Response
- Read and validate the Traveler Validate Request(s)
- Calculate the referral code according to the business rules for each traveler
- Prepare and send the Traveler Validate Response message
- Read and validate the Traveler End Request from the Kiosk System

- Prepare and send Traveler End Response(s)
- Prepare and send the Border Crossing record notifications to the appropriate CBP systems
- Read and validate the System Status Request
- Prepare and send System Status Response

The APC Service is hosted in the CBP National Data Center (NDC) and supported by the CBP Office of Information Technology (OIT) network and operations center. This center monitors and supports the network and servers to provide connectivity and system monitoring between the airport and NDC.

3. Interface Overview

3.1 Functional Allocation and Data Transfer

The APC Service supports four operations: System Status, Flight List, Traveler Validate and Traveler End Session. The System Status request allows the client to obtain the current state of the APC Service. Upon receiving the request, the APC Service sends a response indicating whether or not it is available for processing. The Flight List request signals the APC Service to obtain flight information from CBP's internal systems. Afterwards, the APC Service will format and send the appropriate flight manifest in the response message. The Traveler Validate request initiates vetting processing of a traveler for a border crossing. A response is sent to the client indicating the results of the traveler processing. Following a Traveler Validate request, a client sends a Traveler End call to request an end to the traveler processing. Upon receiving the request, the APC Service will process the traveler confirmation and send a response back indicating that the session for the traveler has completed.

The subsequent sections review the aforementioned data exchanges. Refer to them for details regarding the message components used to communicate with the APC Service.

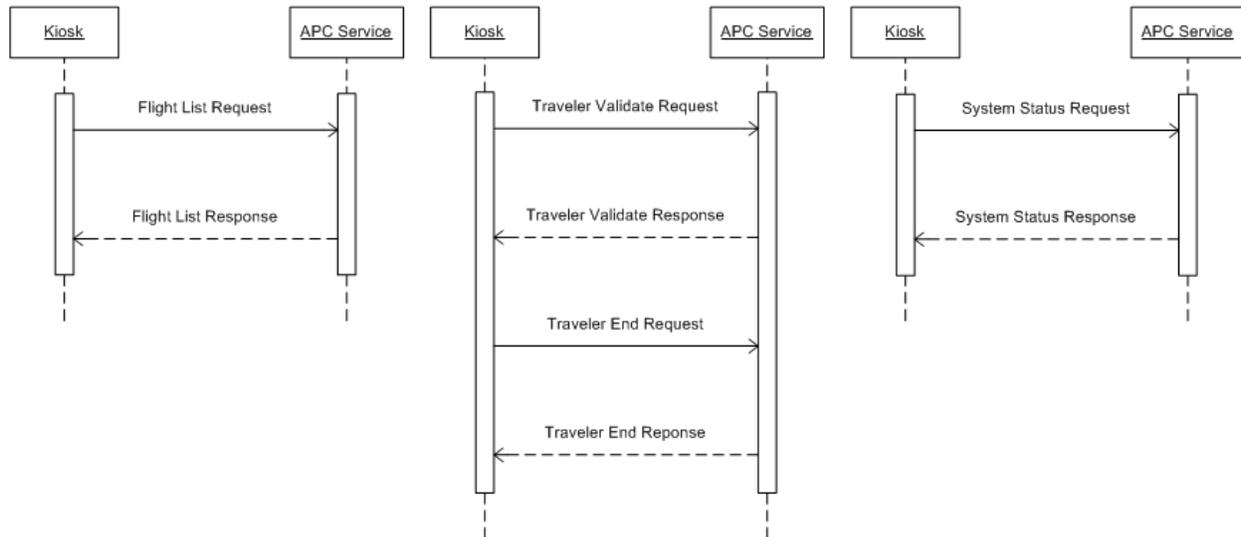
3.1.1 APC Service

The APC Service provides four web service operations that allow the Kiosk System to request information from the APC Service. In each of the four dialogues, the Kiosk System initiates the message request and the APC Service provides a message response. The web services operations are:

- Flight List
- Traveler Validate
- Traveler End
- System Status

System Status and Flight List are standalone requests; they are informational services that inform on system availability and provide flight information, respectively. On the other hand, Traveler Validate and Traveler End are used in sequence as part of an interactive workflow that processes a traveler. Figure 2 shows the message dialogue that may occur between the Kiosk System and the APC Service.

Figure 2. APC Service Message Dialogue



Outlined in the following sections are the Flight List, Traveler Validate, Traveler End and System Status message schema elements. The message schema elements are outlined in tables with the following details:

- **Element** – The name of the element.
- **Data Type** – The type of data that defines the element.
- **Size** – The maximum size of the data type. An asterisk “*” denotes there is no limit on the size (i.e., unbounded). A format of “x | y” indicates the minimum and maximum size of an element that has a collection of values. A “--” indicates that the size is not applicable; see the element’s data type instead. In general, when a size is specified for a String type it is considered the maximum useful length. String fields that are longer than the specified data format may be truncated.
- **Rqd** – Whether or not the element is required; “Y” for yes and “N” for no. Note, a required element does not mean that the element value is not nullable. Refer to the APC Service xml schemas for specific detail.
- **Description** – The purpose of the element.

Data types that are commonly referenced in the schema elements are displayed and described in Table 2.

Table 2. Common Data Type Definitions

Data Type	Format or Allowed Values	Description
Boolean	Allowed Values: true	A binary indicator denoting either true or false. Values conform to the NIEM niem-

Data Type	Format or Allowed Values	Description
	false	xsd:boolean format.
CountryAlpha3Code	Allowed Values: <i>See ISO 3166 alpha-3 country codes.</i>	The three letter identification of a country as defined by ISO 3166 alpha-3.
Date	Format: YYYY-MM-DD	A date value that conforms to the NIEM niem-xsd:date format.
DateTime	Format: YYYY-MM-DDThh:mm:ssTZD	A date and time value that conforms to the NIEM niem-xsd:dateTime format.
SexCode	Allowed Values: F M U	A code value that identifies the gender of a person. "F" indicates female, "M" indicates male and "U" indicates unknown/unidentified.
String	n/a	A value consisting of a series of alphanumeric characters that is encoded in UTF-8 format. Strings can be of unlimited length unless where noted. The type conforms to the NIEM niem-xsd:string format with the following modifications: <ul style="list-style-type: none"> • Lowercase alphabetical data will be converted to uppercase letters in the response message. • Spaces will remain as spaces. • Non-alphabetical and non-numeric characters will be converted to spaces when used for searching.

Key fields include:

- **Kiosk Identifiers** must be unique system wide and approved by CBP. CBP suggests the following approach: Airport Code+"APC"+"K"+kiosk number (e.g. JFKAPCK001).
- **Session Identifiers** will be distinct and unique system wide and to be generated by the kiosk vendor. CBP suggests the following approach: yyyyMMDDHHmmssSSS where yyyy is four digit year, MM is two digit month (starting with 01), DD is two digit day of month, HH is hour of the day (24 hour format), mm is minutes of the hour, ss is seconds of the minute, and SSS is milliseconds of the second.
- **TravelerID** assigned to a traveler within a group. The combination of SessionID+KioskID+TravelerID must be unique.

- **Airport Codes** are based on the [IATA](#) definitions.
- **Carrier codes and flight numbers** are based on International Civil Aviation Organization (ICAO) definitions and will be based on what the carriers transmit in the manifests. This information is sent to the CBP's Advance Passenger Information System (APIS).
- **Country Codes and Country Names** are based on the [ISO 3166-1](#) 3-character standard.

It is expected that the Kiosk System will perform XML validation on an XML message before sending the data to the APC Service to confirm that the XML message is well-formed and valid.

While subsequent sections provide an overview of the elements used in the message calls between the Kiosk System and the APC Service, the APC Service's WSDL and XML schemas should be referenced for the utmost detail describing the request, response and fault elements used in its processing.

Figure 3. APC Service Message Domain Model, Part I

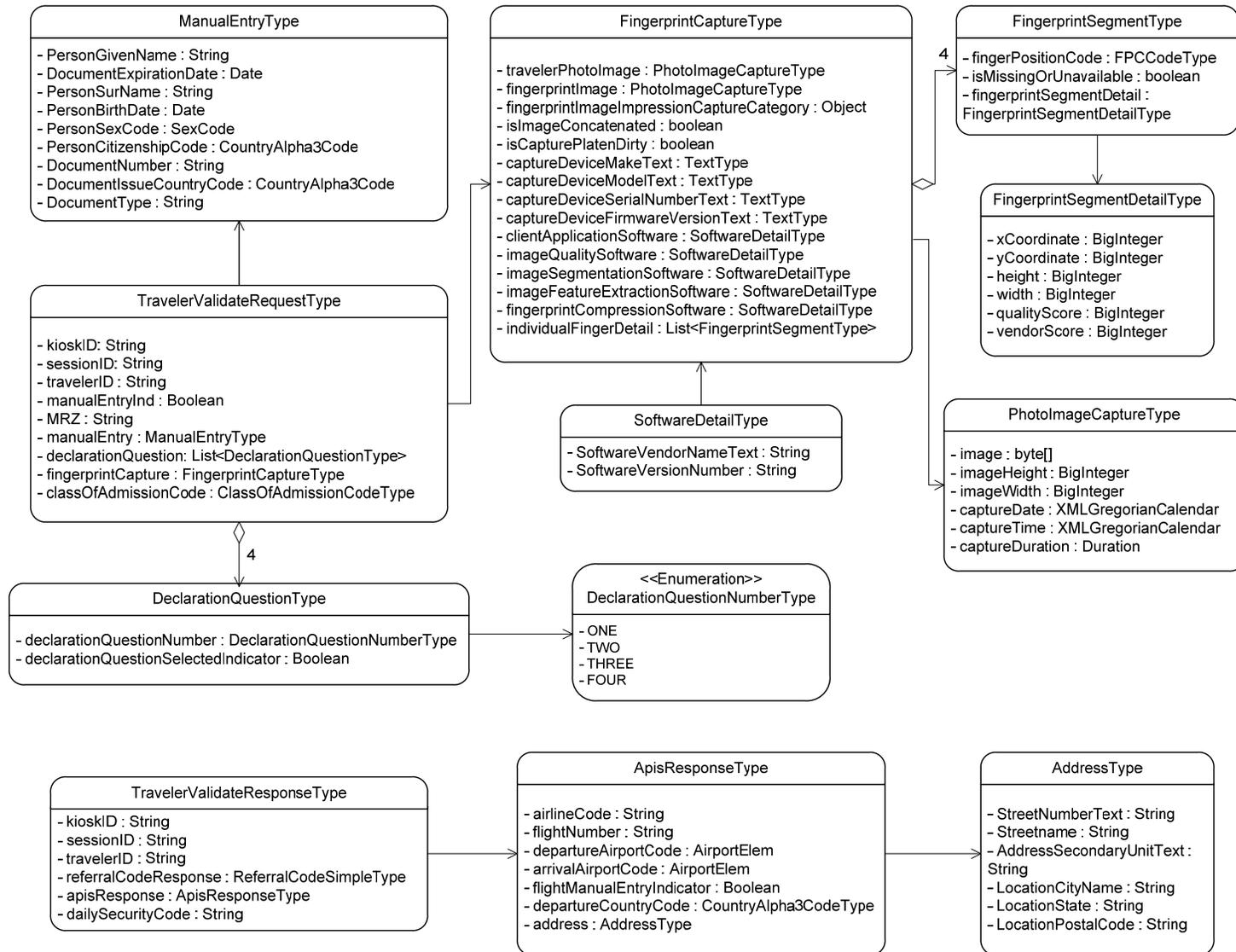
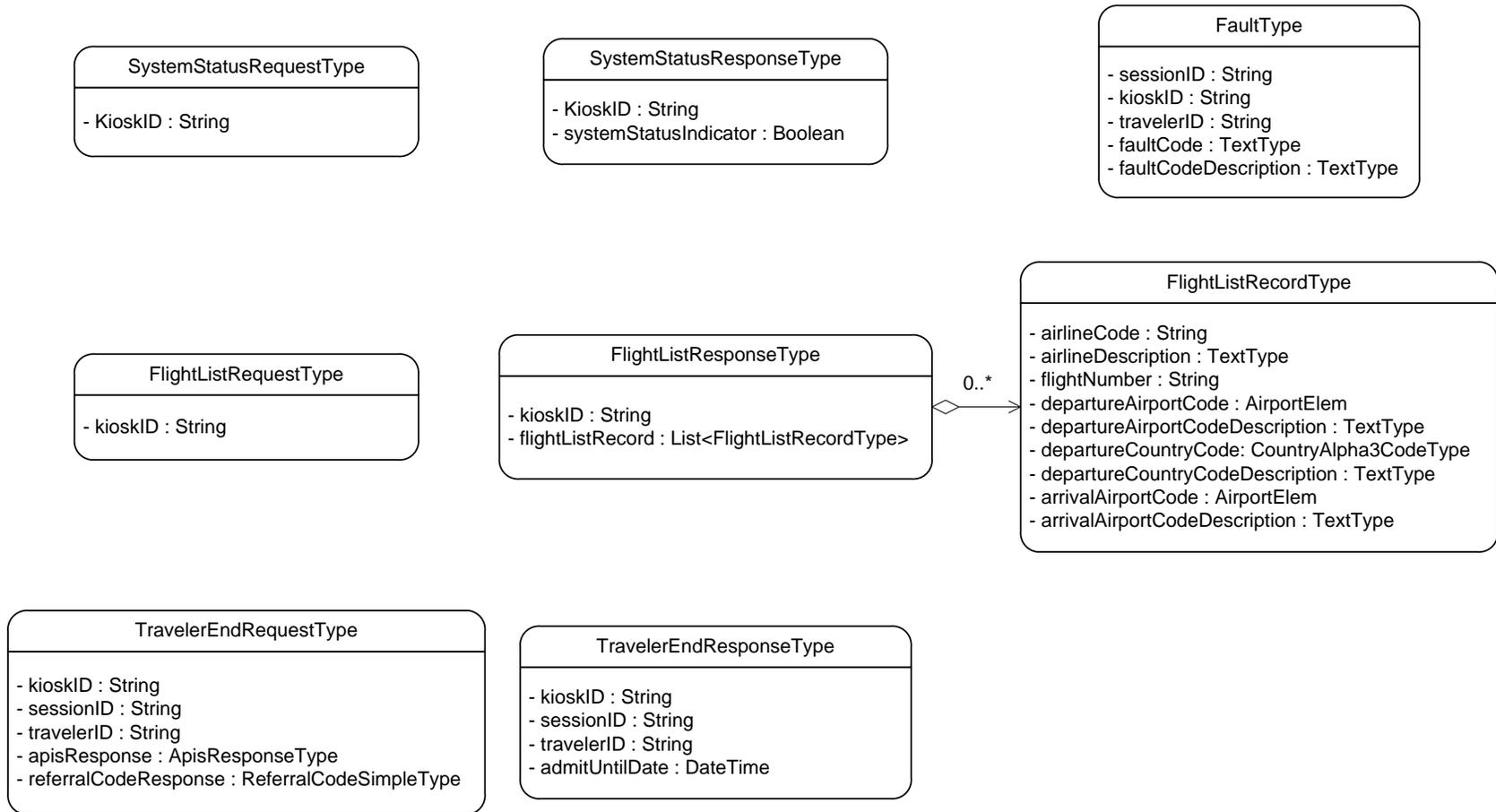


Figure 4. APC Service Message Domain Model, Part II



3.1.1.1. Communications Input

The Kiosk System may send the following message requests to the APC Service:

- Flight List Request
- Traveler Validate Request
- Traveler End Request
- System Status Request

The following subsections provide an overview of the elements for each request message. Refer to Figure 4 for a depiction of the message dialogue between the Kiosk System and the APC Service. In addition, refer to section 3.1.1.2 to review the corresponding response element overview.

3.1.1.1.1. Flight List Request

The request for the flight list is initiated by the Kiosk System using the **FlightListRequest** message element. The suggested frequency for submission of this request is twice daily. The elements that comprise the message request are displayed in Table 4;

Figure 5 shows an example **FlightListRequest** SOAP message.

Table 3. FlightListRequest

FlightListRequest				
Attribute	Data Type	Size	Rqd	Description
KioskID	String	40	Y	A system wide unique identifier for the kiosk.

Figure 5. FlightListRequest SOAP Message Example

```
<?xml version="1.0" encoding="UTF-8"?>
<soapenv:Envelope xmlns:soapenv="http://www.w3.org/2003/05/soap-envelope">
  <soapenv:Body>
    <g:FlightListRequest xmlns:a="http://niem.gov/niem/appinfo/2.1"
      xmlns:b="http://niem.gov/niem/domains/infrastructureProtection/2.1"
      xmlns:c="http://niem.gov/niem/ansi-nist/2.0" xmlns:d="http://niem.gov/niem/appinfo/2.0"
      xmlns:e="http://niem.gov/niem/domains/screening/2.1" xmlns:f="http://niem.gov/niem/niem-core/2.0"
      xmlns:g="http://cbp.dhs.gov/globalentry/kioskservice/extension/1.0"
      xmlns:h="http://niem.gov/niem/structures/2.0">
      <g:KioskID>KIOSKID01</g:KioskID>
    </g:FlightListRequest>
  </soapenv:Body>
</soapenv:Envelope>
```

3.1.1.1.2. Traveler Validate Request

The request for validation of the traveler data is initiated by the Kiosk System using the **TravelerValidateRequest** message element. The elements that comprise the message request are displayed in Table 4 through Table 12. Figure 6 shows an example **TravelerValidateRequest** SOAP message.

Table 4. TravelerValidateRequest Element

Attribute	Data Type	Size	Rqd	Description
KioskID	String	40	Y	A system wide unique identifier for the kiosk.
SessionID	String	65	Y	A value that uniquely identifies the session.
TravelerID	String	10	Y	The unique identification value associated with the traveler for session.
ManualEntryInd	Boolean	--	Y	If set to false then the traveler document data was scanned and the MRZ is required. If set to true then the traveler document data was entered manually and the following elements are used to identify the traveler: PersonGivenName, DocumentExpirationDate, PersonSurName, PersonBirthDate, PersonSexCode, PersonCitizenshipCode, DocumentNumber, DocumentIssueCountryCode, and DocumentType.
MRZ	String	100	C	Data read from the MRZ. Required when ManualEntryInd=False
ManualEntry	ManualEntryType		C	Manual Entry of PassengerData. Required when ManualEntryInd=TRUE
DeclarationQuestion	DeclarationQuestion Type	4 4	Y	The declaration questions that are asked of the traveler.
FingerprintCapture	FingerprintCaptureType	--	C	The biometric capture of the traveler. A traveler with a passport from a visa waiver country is required to submit biometric data. A traveler with a U.S or Canadian passport should not supply a biometric capture.
ClassOfAdmissionCode	ClassOfAdmissionCodeType	--	C	The code that indicates that type of travel being conducted by the traveler in the country. Required for all foreign nationals including Canadians. Not Applicable to US citizens.

Table 5. Manual Entry Element

ManualEntry				
Attribute	Data Type	Size	Rqd	Description
PersonGivenName	String	50	Y	The first name and middle names of the traveler as they appear on the travel document
DocumentExpirationDate	Date	--	Y	The expiration date of the document provided by the traveler.
PersonSurName	String	50	Y	The last name (surname) of the traveler.
PersonBirthDate	Date	--	Y	The birth date of the traveler.
PersonSexCode	SexCode	--	Y	The gender of the traveler.
PersonCitizenshipCode	CountryAlpha3Code	--	Y	The code of the country where the traveler has citizenship.
DocumentNumber	String	16	Y	The number assigned to a document from the document's issuing office.
DocumentIssueCountryCode	CountryAlpha3Code	--	Y	The code of the country that issued the document of the traveler.
DocumentType	String	2	Y	The type of document.

Table 6. DeclarationQuestion Element

DeclarationQuestion				
Attribute	Data Type	Size	Rqd	Description
DeclarationQuestionNumber	DeclarationQuestionNumber	--	Y	A code that identifies the declaration question.
DeclarationQuestionSelectedIndicator	Boolean	--	Y	The true or false value that was provided by the traveler in response to the associated question.

Table 7. FingerprintCapture Element

FingerprintCapture				
Attribute	Data Type	Size	Rqd	Description
TravelerPhotoImage	PhotoImageCaptureType	*	Y	A face photo image of the traveler.
FingerprintImage	PhotoImageCaptureType	*	Y	The fingerprint capture of the traveler.
IsImageConcatenated	Boolean	--	Y	A true value indicates that the fingerprint image is concatenated and false indicates that it is not.
IsCapturePlatenDirty	Boolean	--	Y	A true value indicates that the fingerprint platen is dirty and false indicates that it is not.

FingerprintCapture				
Attribute	Data Type	Size	Rqd	Description
CaptureDeviceMakeText	String	25	Y	The manufacturer of the fingerprint scanner. e.g. - "Cross Match"
CaptureDeviceModelText	String	25	Y	The model of the fingerprint scanner. e.g. - "GuardianV900251RevA"
CaptureDeviceSerialNumberText	String	50	Y	The serial number of the fingerprint scanner. e.g. - "000550782.B2007"
CaptureDeviceFirmwareVersionText	String	50	Y	The firmware version of the fingerprint scanner. e.g. - "V95.35 LSCAN 500C (c) CMT"
ClientApplicationSoftware	SoftwareDetailType	--	Y	The name and version of the client application software. e.g. - "APC" (software vendor name) "2.0" (software vendor version)
ImageQualitySoftware	SoftwareDetailType	--	Y	The name and version of the fingerprint quality scoring software used during the capture. e.g. - "Cogent" (software vendor name) "10.7.2" (software vendor version)
ImageFeatureExtractionSoftware	SoftwareDetailType	--	Y	The name and version of the fingerprint image feature extraction software used during the capture. e.g. - "Cogent" (software vendor name) "10.7.2" (software vendor version)
Fingerprint CompressionSoftware	Software DetailType	--	Y	The name and version of the fingerprint image compression software used during the capture. e.g. - "Aware NFIQ" (software vendor name) "10.9.8" (software vendor version)
IndividualFingerDetail	FingerprintSegmentType	--	Y	The coordinates of the fingerprint segments in the slap image.

Note: Fingerprints captured for Visa Waiver Travelers shall have a class resolution at least 19.69 pppm (500 ppi) and shall be processed in processed in .wsq (Wavelet Scalar Quantization) format.

Table 8. PhotoImageCapture Element

PhotoImageCapture				
Attribute	Data Type	Size	Rqd	Description
Image	Base64	--	Y	The image that was captured; a base 64 encoded photo.
ImageHeight	Integer	--	Y	The height of the image in pixels.
ImageWidth	Integer	--	Y	The width of the image in pixels.
CaptureDate	DateTime	--	Y	The capture date of the image.
CaptureTime	DateTime	--	Y	The capture time of the image.
CaptureDuration	Duration	--	Y	The capture duration of the image. The duration should be the period of time that the fingerprint screen is being displayed.

Table 9. SoftwareDetail Element

SoftwareDetail				
Attribute	Data Type	Size	Rqd	Description
SoftwareVendorNameText	String	50	Y	The name of the software vendor.
SoftwareVersionNumber	String	50	Y	The version number of the software.

Table 10. FingerprintSegment Element

FingerprintSegment				
Attribute	Data Type	Size	Rqd	Description
FingerPositionCode	Integer	--	Y	A code that identifies the finger position. The acceptable codes are: <ul style="list-style-type: none"> • 2 – Right index finger • 3 – Right middle finger • 4 – Right ring finger • 5 – Right little finger • 7 – Left index finger • 8 – Left index finger • 9 – Left ring finger • 10 – Left little finger
IsMissingOrUnavailable	Boolean	--	Y	A value of true if the finger was unable to be

FingerprintSegment				
Attribute	Data Type	Size	Rqd	Description
				captured or missing and false if the finger is available in the capture.
FingerprintSegmentDetail	FingerprintSegmentDetailType	--	N	Provides detailed segment data of the finger identified in FingerPositionCode. If IsMissingOrUnavailable is false then this element is required. If the IsMissingOrUnavailable element value is true then this value is ignored.

Table 11. FingerprintSegmentDetail Element

FingerprintSegmentDetail				
Attribute	Data Type	Size	Rqd	Description
XCoordinate	Integer	--	Y	The top left x-coordinate position of finger in the slap image.
YCoordinate	Integer	--	Y	The top left y-coordinate position of finger in the slap image.
Height	Integer	--	Y	The height, in pixels, of the finger in the slap image.
Width	Integer	--	Y	The width, in pixels, of the finger in the slap image.
QualityScore	Integer	--	Y	The NFIQ quality score for the finger.
VendorScore	Integer	--	Y	The vendor quality score for the finger.

Table 12. DeclarationQuestionNumber Enumeration Element

DeclarationQuestionNumber	Description
ONE	The declaration question posed to the traveler that is identified as question "1".
TWO	The declaration question posed to the traveler that is identified as question "2".
THREE	The declaration question posed to the traveler that is identified as question "3".
FOUR	The declaration question posed to the traveler that is identified as question "4".


```

    <CaptureDeviceMakeText xmlns="http://niem.gov/niem/ansi-
nist/2.0">CROSSMATCH</CaptureDeviceMakeText>
    <CaptureDeviceModelText xmlns="http://niem.gov/niem/ansi-nist/2.0">Patrol
ID</CaptureDeviceModelText>
    <CaptureDeviceSerialNumberText xmlns="http://niem.gov/niem/ansi-
nist/2.0">002017661.B2012</CaptureDeviceSerialNumberText>
    <CaptureDeviceFirmwareVersionText
xmlns="http://niem.gov/niem/domains/screening/2.1">V117.41 L SCAN 500C
LT</CaptureDeviceFirmwareVersionText>
    <ClientApplicationSoftware xmlns="http://niem.gov/niem/domains/screening/2.1">
    <SoftwareVendorNameText/>
    <SoftwareVersionNumber/>
    </ClientApplicationSoftware>
    <ImageQualitySoftware xmlns="http://niem.gov/niem/domains/screening/2.1">
    <SoftwareVendorNameText/>
    <SoftwareVersionNumber/>
    </ImageQualitySoftware>
    <ImageFeatureExtractionSoftware xmlns="http://niem.gov/niem/domains/screening/2.1">
    <SoftwareVendorNameText/>
    <SoftwareVersionNumber/>
    </ImageFeatureExtractionSoftware>
    <FingerprintCompressionSoftware xmlns="http://niem.gov/niem/domains/screening/2.1">
    <SoftwareVendorNameText/>
    <SoftwareVersionNumber/>
    </FingerprintCompressionSoftware>
    <IndividualFingerDetail>
    <FingerPositionCode xmlns="http://niem.gov/niem/ansi-nist/2.0">7</FingerPositionCode>
    <IsMissingOrUnavailable>false</IsMissingOrUnavailable>
    <FingerprintSegmentDetail>
    <XCoordinate>83</XCoordinate>
    <YCoordinate>555</YCoordinate>
    <Height>389</Height>
    <Width>268</Width>
    <QualityScore>2</QualityScore>
    <VendorScore>2</VendorScore>
    </FingerprintSegmentDetail>
    </IndividualFingerDetail>
    <IndividualFingerDetail>
    <FingerPositionCode xmlns="http://niem.gov/niem/ansi-nist/2.0">8</FingerPositionCode>
    <IsMissingOrUnavailable>false</IsMissingOrUnavailable>
    <FingerprintSegmentDetail>
    <XCoordinate>434</XCoordinate>
    <YCoordinate>528</YCoordinate>
    <Height>443</Height>
    <Width>296</Width>
    <QualityScore>2</QualityScore>
    <VendorScore>2</VendorScore>
    </FingerprintSegmentDetail>
    </IndividualFingerDetail>
    <IndividualFingerDetail>
    <FingerPositionCode xmlns="http://niem.gov/niem/ansi-nist/2.0">9</FingerPositionCode>
    <IsMissingOrUnavailable>false</IsMissingOrUnavailable>
    <FingerprintSegmentDetail>
    <XCoordinate>813</XCoordinate>
    <YCoordinate>529</YCoordinate>
    <Height>441</Height>
    <Width>304</Width>
    <QualityScore>2</QualityScore>
    <VendorScore>2</VendorScore>
    </FingerprintSegmentDetail>
    </IndividualFingerDetail>
    <IndividualFingerDetail>
    <FingerPositionCode xmlns="http://niem.gov/niem/ansi-nist/2.0">10</FingerPositionCode>
    <IsMissingOrUnavailable>false</IsMissingOrUnavailable>
    <FingerprintSegmentDetail>
    <XCoordinate>1200</XCoordinate>
    <YCoordinate>554</YCoordinate>
    <Height>392</Height>
    <Width>316</Width>
    <QualityScore>2</QualityScore>
    <VendorScore>2</VendorScore>

```

```

    </FingerprintSegmentDetail>
  </IndividualFingerDetail>
</FingerprintCapture>
<ClassOfAdmissionCode>WB</ClassOfAdmissionCode>
</TravelerValidateRequest>
</s:Body>
</s:Envelope>

```

3.1.1.1.3. Traveler End Request

The request to complete Traveler processing is initiated by the Kiosk System using the **TravelerEndRequest** message element. Submission of the **TravelerEndRequest** message is critical to the integrity of the APC Service. This message provides APC with confirmation of the final traveler information. APC waits until this message is received to complete traveler processing including recording the information the CBP Officer requires for traveler action. The elements that comprise this message request are displayed in Table 14. Figure 7 shows an example **TravelerEndRequest** SOAP message.

Table 14. TravelerEndRequest Element

Attribute	Data Type	Size	Rqd	Description
KioskID	String	40	Y	A system wide unique identifier for the kiosk.
SessionID	String	65	Y	A value that uniquely identifies the session.
TravelerID	String	10--	Y	The unique identification value associated with the traveler for the session
ApisResponse	ApisResponse	--	C	Pre-arrival and departure manifest flight data as provided by APIS. This data is mandatory for any traveler that specifies manual flight add in the travelerValidate data.
ReferralCodeResponse	ReferralCodeSimple	2	N	The Kiosk can return a TR in the ReferralCodeResponse element to designate cancellation of the traveler processing

Figure 7. TravelerEndRequest SOAP Message Example

```

<?xml version="1.0" encoding="UTF-8"?>
<soap:Envelope xmlns:soap="http://www.w3.org/2003/05/soap-envelope"
xmlns:ns="http://cbp.dhs.gov/globalentry/kioskservice/extension/2.0"
xmlns:ns1="http://niem.gov/niem/structures/2.0" xmlns:ns2="http://niem.gov/niem/niem-core/2.0">
  <soap:Body>
    <ns:TravelerEndRequest>
      <KioskID>KIOSKID01</KioskID>
      <SessionID>20131118143911396</SessionID>
      <TravelerID>1</TravelerID>
      <ns:ApisResponse>
        <ns:AirlineCode>AA</ns:AirlineCode>
        <ns:FlightNumber>100</ns:FlightNumber>
        <ns:DepartureAirportCode>NRT</ns:DepartureAirportCode>
        <ns:ArrivalAirportCode>IAD</ns:ArrivalAirportCode>
      </ns:ApisResponse>
    </ns:TravelerEndRequest>
  </soap:Body>
</soap:Envelope>

```

```

<ns:FlightManualEntryIndicator>true</ns:FlightManualEntryIndicator>
  <ns:Address>
    <ns:StreetNumberText>4460</ns0: StreetNumberText >
    <ns:StreetName>Fairfax Drive</ns0:StreetName >
    <ns:AddressSecondaryUnitText>606</ns0:AddressSecondaryUnitText >
    <ns:LocationCityName>Alexandria</ns0:LocationCityName>
    <ns:LocationState>VA</ns0:LocationState>
    <ns:LocationPostalCode>22033</ns0:LocationPostalCode>
  </ns:Address>
</ns:ApisResponse>
</ns:TravelerEndRequest>
</soap:Body>
</soap:Envelope>

```

3.1.1.1.4. System Status Request

The request for the system status is initiated by the Kiosk System using the **SystemStatusRequest** message element. The purpose of the System Status Request is to determine the status of the system following a failure. As such, the System Status Request should only be transmitted when there is a concern that the system is not operating. The elements that comprise the message request are displayed in Table 15 to provide an overview of the message components. Figure 8 shows an example **SystemStatusRequest** SOAP message.

Table 15. SystemStatusRequest Element

SystemStatusRequest				
Attribute	Data Type	Size	Rqd	Description
KioskID	String	10	Y	KioskID for the kiosk submitting the request. If other than a kiosk is submitting the request, a KioskIDs for the site should be provided

Figure 8. SystemStatusRequest SOAP Message Example

```

<?xml version="1.0" encoding="UTF-8"?>
<soapenv:Envelope xmlns:soapenv="http://www.w3.org/2003/05/soap-envelope">
  <soapenv:Body>
    <g:SystemStatusRequest xmlns:a="http://niem.gov/niem/appinfo/2.1"
xmlns:b="http://niem.gov/niem/domains/infrastructureProtection/2.1"
xmlns:c="http://niem.gov/niem/ansi-nist/2.0" xmlns:d="http://niem.gov/niem/appinfo/2.0"
xmlns:e="http://niem.gov/niem/domains/screening/2.1" xmlns:f="http://niem.gov/niem/niem-core/2.0"
xmlns:g="http://cbp.dhs.gov/globalentry/kioskservice/extension/1.0"
xmlns:h="http://niem.gov/niem/structures/2.0">
      <g:KioskId>ssssssssss</g:KioskId>
    </g:SystemStatusRequest>
  </soapenv:Body>
</soapenv:Envelope>

```

3.1.1.2. Communications Output

The APC Service will generate a message response to answer the request sent from the Kiosk System. The responses are:

- Flight List Response
- Traveler Validate Response
- Traveler End Response
- System Status Response

In the following subsections, an overview of the elements is provided for each response message. Refer to Figure 4 for a depiction of the message dialoguing between the Kiosk System and the APC Service. In addition, refer to section 0 to review the corresponding request element overview.

3.1.1.2.1. Flight List Response

The response for a flight list request is provided by the APC Service using the **FlightListResponse** message element. The elements and child elements that comprise the message response are displayed in Table 16 and Table 17. Figure 9 shows an example SOAP message response for a flight list response.

Table 16. FlightListResponse Element

FlightListResponse				
Attribute	Data Type	Size	Rqd	Description
KioskID	String	40	Y	A system wide unique identifier for the kiosk.
FlightListRecord	FlightListRecord	0 *	N	The requested 3 character airport code following the IATA definition.

Table 17. FlightListRecord Element

FlightListRecord				
Attribute	Data Type	Size	Rqd	Description
AirlineCode	String	5	Y	The code of the flight's airline.
AirlineDescription	String	40	Y	The name or description of the flight's airline.
FlightNumber	String	20	Y	The flight number.
DepartureAirportCode	String	3	Y	The IATA code of the airport from which the flight departs.
DepartureAirportCodeDescription	String	40	Y	The name of the airport from which the flight departs.

FlightListRecord				
Attribute	Data Type	Size	Rqd	Description
DepartureCountryCode	String	3	Y	The code of the country from which the flight departs.
DepartureCountryCode Description	String	40	Y	The name of the country from which the flight departs.
ArrivalAirportCode	String	3	Y	The IATA code of the airport in which the flight arrives.
ArrivalAirportCode Description	String	40	Y	The name of the airport in which the flight arrives.

Figure 9. FlightListResponse SOAP Message Example

```
<?xml version="1.0" encoding="UTF-8"?>
<soap:Envelope xmlns:soap="http://www.w3.org/2003/05/soap-envelope">
  <soap:Body>
    <ns0:FlightListResponse xmlns:ns2="http://niem.gov/niem/domains/screening/2.1"
xmlns:ns1="http://niem.gov/niem/structures/2.0" xmlns:ns4="http://niem.gov/niem/niem-core/2.0"
xmlns:ns0="http://cbp.dhs.gov/globalentry/kiosk/service/extension/1.0"
xmlns:ns8="http://niem.gov/niem/domains/infrastructureProtection/2.1">
      <ns0:KioskID>KIOSKID01</ns0:KioskID>
      <ns0:FlightListRecord>
        <ns0:AirlineCode xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xsi:type="ns4:TextType">AF</ns0:AirlineCode>
        <ns0:AirlineDescription>AIR FRANCE</ns0:AirlineDescription>
        <ns0:FlightNumber>1000</ns0:FlightNumber>
        <ns0:DepartureAirportCode>YVR</ns0:DepartureAirportCode>
        <ns0:DepartureAirportCodeDescription>VANCOUVER INTL</ns0:DepartureAirportCodeDescription>
        <ns0:DepartureCountryCode>CAN</ns0:DepartureCountryCode>
        <ns0:DepartureCountryCodeDescription>CANADA</ns0:DepartureCountryCodeDescription>
        <ns0:ArrivalAirportCode>DFW</ns0:ArrivalAirportCode>
        <ns0:ArrivalAirportCodeDescription>DALLAS/FT WORTH
INTL</ns0:ArrivalAirportCodeDescription>
      </ns0:FlightListRecord>
      <ns0:FlightListRecord>
        <ns0:AirlineCode xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xsi:type="ns4:TextType">AA</ns0:AirlineCode>
        <ns0:AirlineDescription>AMERICAN AIRLINES</ns0:AirlineDescription>
        <ns0:FlightNumber>840</ns0:FlightNumber>
        <ns0:DepartureAirportCode>YUL</ns0:DepartureAirportCode>
        <ns0:DepartureAirportCodeDescription>DORVAL,
MONTREAL</ns0:DepartureAirportCodeDescription>
        <ns0:DepartureCountryCode>CAN</ns0:DepartureCountryCode>
        <ns0:DepartureCountryCodeDescription>CANADA</ns0:DepartureCountryCodeDescription>
        <ns0:ArrivalAirportCode>JFK</ns0:ArrivalAirportCode>
        <ns0:ArrivalAirportCodeDescription>JOHN F KENNEDY
INTL</ns0:ArrivalAirportCodeDescription>
      </ns0:FlightListRecord>
      <ns0:FlightListRecord>
        <ns0:AirlineCode xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xsi:type="ns4:TextType">RD</ns0:AirlineCode>
        <ns0:AirlineDescription>RYAN INTERNATIONAL</ns0:AirlineDescription>
        <ns0:FlightNumber>7878</ns0:FlightNumber>
        <ns0:DepartureAirportCode/>
        <ns0:DepartureCountryCodeDescription xmlns:xsi="http://www.w3.org/2001/XMLSchema-
instance" xsi:nil="true"/>
        <ns0:ArrivalAirportCode>JFK</ns0:ArrivalAirportCode>
        <ns0:ArrivalAirportCodeDescription>JOHN F KENNEDY
INTL</ns0:ArrivalAirportCodeDescription>
      </ns0:FlightListRecord>
    </ns0:FlightListResponse>
  </soap:Body>
</soap:Envelope>
```

```

</ns0:FlightListResponse>
</soap:Body>
</soap:Envelope>

```

3.1.1.2.2. Traveler Validate Response

The response for a Traveler Validate request is provided by the APC Service using the `TravelerValidateResponse` message element. The elements and child elements that comprise the message response are displayed in the tables that follow.

Table 18. TravelerValidateResponse Element

TravelerValidateResponse				
Attribute	Data Type	Size	Rqd	Description
KioskID	String	40	Y	A system wide unique identifier for the kiosk.
SessionID	String	65	Y	A value that uniquely identifies the session.
TravelerID	String	10	Y	The unique identification value associated with the traveler for the session
ReferralCodeResponse	ReferralCodeSimple	2	N	A code that indicates if the traveler is granted passage or if the traveler is referred for additional enforcement processing.
ApisResponse	ApisResponse	--	N	Pre-arrival and departure manifest flight data as provided by APIS. Note this element is provided when a traveler is found on the APIS manifest.
DailySecurityCode	String	40	Y	A code generated daily to confirm authenticity.

Table 19. ApisResponse Element

ApisResponse				
Attribute	Data Type	Size	Rqd	Description
AirlineCode	String	8	C	The code that identifies the airline of the flight. Null when FlightManualEntryIndicator='N'; otherwise, required.
FlightNumber	String	20	C	The flight number. Null when FlightManualEntryIndicator='N'; otherwise, required
DepartureAirportCode	String	3	C	The IATA code of the airport from which the flight departs. Null when FlightManualEntryIndicator='N'; otherwise, required
ArrivalAirportCode	String	3	C	The IATA code of the airport in which the flight arrives. Null when FlightManualEntryIndicator='N'; otherwise,

ApisResponse				
Attribute	Data Type	Size	Rqd	Description
				required
FlightManualEntryIndicator	Boolean	--	Y	Answers whether or not the flight information was entered manually.
DepartureCountryCode	CountryAlpha3Code	--	C	The code of the country from which the flight departs. Null when FlightManualEntryIndicator='N'; otherwise, required
Address	StructuredAddressType		N	The address on the manifest

Table 20. Address Element

Address				
Attribute	Data Type	Size	Rqd	Description
StreetNumberText	String	8	N	Street Number
StreetName	String	6	N	Street Name
AddressSecondaryUnitText	String	35	N	Apartment or Unit Number
LocationCityName	String	70	N	City Name
LocationState	String	10	N	U.S. State Name
LocationPostalCode	String	10	N	U.S. Postal Code

Figure 10. TravelerValidateResponse SOAP Message Example

```
<?xml version="1.0" encoding="UTF-8"?>
<soap:Envelope xmlns:soap="http://schemas.xmlsoap.org/soap/envelope/">
  <soap:Body>
    <ns0:TravelerValidateResponse xmlns:ns2="http://niem.gov/niem/domains/screening/2.1"
xmlns:ns1="http://niem.gov/niem/structures/2.0" xmlns:ns3="http://niem.gov/niem/niem-core/2.0"
xmlns:ns0="http://cbp.dhs.gov/globalentry/kioskservice/extension/2.0"
xmlns:ns5="http://niem.gov/niem/ansi-nist/2.0">
      <ns:KioskID>KIOSKID01</ns:KioskID>
      <ns0:SessionID
xmlns:ns10="http://niem.gov/niem/domains/infrastructureProtection/2.1">20131118143911396</ns0:SessionID>
      <ns0:TravelerID> 1</ns0:TravelerID>
      <ns0:ReferralCodeResponse>BF</ns0:ReferralCodeResponse>
      <ns0:ApisResponse>
        <ns0:AirlineCode
xmlns:ns10="http://niem.gov/niem/domains/infrastructureProtection/2.1">BA</ns0:AirlineCode>
        <ns0:FlightNumber
xmlns:ns10="http://niem.gov/niem/domains/infrastructureProtection/2.1">888</ns0:FlightNumber>
        <ns0:DepartureAirportCode>YUL</ns0:DepartureAirportCode>
        <ns0:ArrivalAirportCode>MCO</ns0:ArrivalAirportCode>
        <ns0:FlightManualEntryIndicator
xmlns:ns10="http://niem.gov/niem/domains/infrastructureProtection/2.1">false</ns0:FlightManualEntryIndicator>
    </ns0:TravelerValidateResponse>
  </soap:Body>
</soap:Envelope>
```

```

      <ns0:Address>
        <ns0:StreetNumberText>4460</ns0:StreetNumberText>
        <ns0:StreetName>Fairfax Drive</ns0:StreetName>
        <ns0:AddressSecondaryUnitText>606</ns0:AddressSecondaryUnitText>
        <ns0:LocationCityName>Alexandria</ns0:LocationCityName>
        <ns0:LocationState>VA</ns0:LocationState>
        <ns0:LocationPostalCode>22033</ns0:LocationPostalCode>
      </ns0:Address>
    </ns0:ApisResponse>
    <ns0:DailySecurityCode
xmlns:ns10="http://niem.gov/niem/domains/infrastructureProtection/2.1">OUio9v2WxFRACvc</ns0:Daily
SecurityCode>
    </ns0:TravelerValidateResponse>
  </soap:Body>
</soap:Envelope>

```

3.1.1.2.3. Traveler End Response

The response for a **TravelerEndRequest** is provided by the APC Service using the **TravelerEndResponse** message element. The elements that comprise the **TravelerEndResponse** message are displayed in Table 21. Figure 11 shows an example SOAP message for the **TravelerEndResponse**.

Table 21. TravelerEndResponse Element

TravelerEndResponse				
Attribute	Data Type	Size	Rqd	Description
KioskID	String	40	Y	A system wide unique identifier for the kiosk.
SessionID	String	65	Y	A value that uniquely identifies the session.
TravelerID	String	10	Y	The unique identification value associated with the traveler for the session
AdmitUntilDate	Date	8	N	Admit Until Date; format conforms to NIEM standard

Figure 11. TravelerEndResponse SOAP Message Example

```

<?xml version="1.0" encoding="UTF-8"?>
<soap:Envelope xmlns:soap="http://www.w3.org/2003/05/soap-envelope"
xmlns:ns="http://cbp.dhs.gov/globalentry/kioskservice/extension/2.0"
xmlns:ns1="http://niem.gov/niem/structures/2.0" xmlns:ns2="http://niem.gov/niem/niem-core/2.0">
  <soap:Body>
    <ns:TravelerEndResponse>
      <ns:KioskID>KIOSKID01</ns:KioskID>
      <ns:SessionID>20131118143911396</ns:SessionID>
      <ns:TravelerID>1</ns:TravelerID>
      <ns:AdmitUntilDate>20141225</ns0:AdmitUntilDate>
    </ns:TravelerEndResponse>
  </soap:Body>
</soap:Envelope>

```

3.1.1.2.4. System Status Response

The response for system status is provided by the APC Service using the **SystemStatusResponse** message element. The elements and child elements that comprise the message response are displayed in following tables. Figure 12 shows an example **SystemStatusResponse** SOAP message.

Table 22. SystemStatusResponse Element

SystemStatusResponse				
Attribute	Data Type	Size	Rqd	Description
KioskId	String	10	Y	KioskID for the requesting site.
SystemStatusIndicator	Boolean	--	Y	The APC Service status indicator. A true value indicates that the system is up; a value of false indicates that the system is down.

Figure 12. SystemStatusResponse SOAP Message Example

```
<?xml version="1.0" encoding="UTF-8"?>
<soap:Envelope xmlns:soap="http://www.w3.org/2003/05/soap-envelope">
  <soap:Body>
    <ns0:SystemStatusResponse xmlns:ns2="http://niem.gov/niem/domains/screening/2.1"
xmlns:ns1="http://niem.gov/niem/structures/2.0" xmlns:ns4="http://niem.gov/niem/niem-core/2.0"
xmlns:ns0="http://cbp.dhs.gov/globalentry/kioskservice/extension/1.0"
xmlns:ns8="http://niem.gov/niem/domains/infrastructureProtection/2.1">
      <ns0:ResponseDate>2013-11-19T16:27:52.028-05:00</ns0:ResponseDate>
      <ns0:SystemStatusIndicator>true</ns0:SystemStatusIndicator>
      <ns0:KioskId>ssssxxxxxx</ns0:KioskId>
    </ns0:SystemStatusResponse>
  </soap:Body>
</soap:Envelope>
```

3.1.1.2.5. Fault Element

A fault may be returned for numerous reasons, examples of which are identified in Table 27. The elements that comprise the Fault message are defined in Table 23. Figure 13 shows an example SOAP message for a fault response.

Table 23. Fault Element

Fault				
Attribute	Data Type	Size	Rqd	Description
KioskID	String	40	N	A system wide unique identifier for the kiosk.
SessionID	String	65	N	The unique session identifier.
TravelerID	String	10	N	The unique identification value associated with the traveler for the session

Fault				
Attribute	Data Type	Size	Rqd	Description
FaultCode	String	10	Y	The fault code associated with the error condition identified by the system.
FaultCodeDescription	String	40	Y	A description of the fault.

Figure 13. SOAP Fault Message Example

```
<soap:Envelope xmlns:soap="http://schemas.xmlsoap.org/soap/envelope/">
  <soap:Body>
    <soap:Fault>
      <ns:KioskID>KIOSKID01</ns:KioskID>
      <SessionID>20131118143911396</SessionID>
      <ns:TravelerID>1</ns:TravelerID>
      <faultcode>soap:Server</faultcode>
      <ns0:FaultCodeDescription
xmlns:ns8="http://niem.gov/niem/domains/infrastructureProtection/2.1"
xmlns:ns2="http://niem.gov/niem/domains/screening/2.1">Did not receive external responses in
time</ns0:FaultCodeDescription>
      </soap:Fault>
    </soap:Body>
  </soap:Envelope>
```

3.1.2 Server Functions

The following functions will be performed by the APC Service:

- Read, validate the Flight List Request
- Prepare, send the Flight List Response
- Read, validate the Traveler Validate Request
- Calculate the referral code according to the business rules for each traveler
- Prepare, send the Traveler Validate Response message
- Read, validate the Traveler End Request from the Kiosk System
- Prepare, send Traveler End Response
- Prepare, send the Border Crossing record notifications to the appropriate CBP systems
- Read, validate the System Status Request
- Prepare, send System Status Response

3.1.2.1. Communications

3.1.2.1.1. IP Addresses

Each site must provide CBP a publically routable IP address to be used in the Production environment and a separate IP address to be used in the Non- Production environment. If failover

is included in the network design, IP addresses for each server should be provided. CBP recommends that a site provide no more than four (4) IP addresses to CBP.

3.1.2.1.2. 2-way SSL Certificates

The communication between the Kiosk System and the APC Server occurs via a two-way SSL connection utilizing mutual authentication. Certificates need to be from a publically recognized certificate authority, certified in the Federal Information Processing Standards (FIPS), a standard for adoption and use by Federal agencies that has been developed within the Information Technology Laboratory and published by the National Institute of Standards and Technology (NIST).

It is CBP's recommendation to use VeriSign or Entrust, both of which are acceptable registered certificate providers. Each Airport will utilize a single SSL Certificate to communicate with the CBP production site. A separate SSL certificate will be required for communication between the Airport non-production environment and CBP's non-production (test) environment. The one non-production certificate will be used for communication with both the CBP System Acceptance Test (SAT) and the CBP Quality Assurance (QAX) environments.

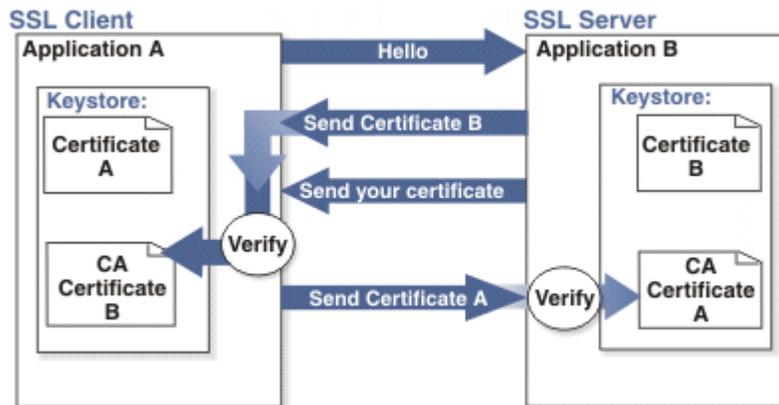
Prior to establishing communication between the systems, the APC Service will need to register the Kiosk System's

- (a) publicly routable IP address, and
- (b) public certificate (2048 bits) from a CBP approved Certificate.

In addition, the Kiosk System will need the APC Service's Certificate Authority certificate chain to authenticate the APC Service.

To successfully connect to the APC Service both parties must exchange and install the certificates prior to initiating the SSL conversation.

Figure 14 illustrates the certificate configuration for two-way SSL authentication between two applications.

Figure 14. Two-Way SSL Authentication

The SSL client (the APC Kiosk Server) initiates a connection to the SSL server (the APC Service) by opening a connection to the SSL server. Next, the SSL server presents its certificate to the SSL client for verification and then requests that the SSL client present its certificate to the SSL server for verification. Once this protocol is completed and the certificates match then the communications dialogue between the Kiosk System and the APC Service may commence.

3.2 Transactions

The transactions between the Kiosk System and the APC Service will consist of requests and responses. The information and data structures for the transaction exchanges are described in section 3.1.

3.2.1 Data Exchange Transactions

The National Information Exchange Model (NIEM) will be used to implement the XML data structures for the APC Service. The use of NIEM is DHS mandated and it provides the basic data types for XML validation.

Information on NIEM can be found at <http://www.niem.gov/>.

Information on the APC Service Information Exchange Package (IEPD) may be requested from CBP when needed.

3.3 Security and Integrity

The Kiosk System is hosted on an airport's network. The interface protocol between the airport network and the APC Service will be HTTPS/SOAP XML messages sent to and from an XML appliance and the Kiosk System. The XML appliance provides an isolation layer that protects the security and integrity of the CBP network. The SSL certificates and IP addresses, port number information, protocols, virus software and other technical controls are configured to ensure the

security and information integrity of the CBP network. AES-256 encryption is required for messages sent from the kiosk to CBP.

Message information integrity is maintained through the use of XML and XSD validation schemas to ensure that each transaction is unique and accurate.

The Kiosk System shall not store any privacy sensitive data such as MRZ data, personal traveler data or referral codes. This information and the detailed security rules will be explained in the Privacy Impact assessment document.

4. Detailed Interface Specifications

4.1 Interface Specifications

Allocation of functions to components and interfaces are defined in section 3.1. Additional details about various aspects of the interfaces are discussed in the following subsections.

4.1.1 Processing Time Specifications

Table 24 describes the following information:

- Average Transaction Load per day per kiosk (TPD) – This value indicates, on average, the number of request/response transaction pairs that are being processed per day per kiosk.
- Expected Average Response Time per Transaction – The expected average time, in seconds, APC Service will take to process the entire request and response transaction.
- Timeout per Transaction – The time, in seconds, after which APC Service will timeout if the transaction has not completed processing.

All values are calculated based on current production information evaluated during November 2013. As more travelers are processed via APC as a result of additional kiosk stations in existing and new locations then the TPD values may increase. Fluctuations in the transaction volume may affect transaction processing times. Thus, an increase in the transaction load may cause an increase in the response time.

Table 24. APC Service Message Time Specification

Message Name	Average Transaction Load per day per kiosk (TPD)	Expected Average Response Time per Transaction (seconds)	Timeout per Transaction (seconds)
Flight Request / Response	30	20	30
Traveler Validate Request / Response	15000	10	90
Traveler End Request / Response	15000	10	90

4.1.2 Message Specifications

Transaction content has largely been defined in section 3.1. The subsequent sections describe additional details about message specifications.

4.1.2.1. Data Exchange Transactions

The APC Service transactions are a simple request/response data exchange via SOAP web services. There is a 1:1 ratio between a request and a response and errors are managed via SOAP web services fault handling.

4.1.2.2. Environment Information

The APC Service will establish and maintain Test and Production environments. Refer to Table 25 for a list of environments and their associated domain values.

Table 25. APC Service Environment Information

TABLE REMOVED

Note: Connection to CBP APC Service should be configured with the Fully Qualified Domain Names and not the External IP Addresses. IP Addresses are subject to change in the event of server conversions.

- The end point for the service to call the methods is the following URL:
[https://\(fqdn\):6130/apc/2.0/services/kioskservice](https://(fqdn):6130/apc/2.0/services/kioskservice)
- The end point for the service to request the WSDL is the following URL:
[https://\(fqdn\):6130/apc/2.0/services/kioskservice?wsdl](https://(fqdn):6130/apc/2.0/services/kioskservice?wsdl)

4.1.2.3. Special Processing

There are no special processing requirements.

4.1.2.4. Interface Initiation

The interface initiation is discussed in section 3.1.2.1.

4.1.2.5. Detailed Event Flow

The message dialogue and event flow are discussed in section 3.

4.1.2.6. Flow Control

APC Service message processing flow control will be managed by the Load Balancer discussed in section 3.

4.2 Receipt Referral Codes

Table 26 below details a list of the receipt referral codes that can be generated by the APC Service and the Kiosk System. In prior releases, the APC schema included an enumeration element for Referral Codes; this element has been redefined as a simple type; the Kiosk should accept whatever code is sent by APC. This provides flexibility to expand and/or change specific codes in the future.

Table 26. APC Service Receipt Referral Codes

Referral Condition	Referral Code	Referral Description
Enforcement Referral	ER	Traveler has enforcement type issues
Random Referral	RR	Traveler is selected for random compliance
Declaration Referral	DR	Traveler answers Yes to any general declaration question
APIS Problem	AP	Traveler is not found on a flight manifest
Entry Authorization	EA	Visa Waiver traveler does not have an approved ESTA status
Biometric Failure	BF	Visa Waiver traveler has no Enrollment Record on file or biometrics cannot be verified
Check Documentation	CD	Foreign national traveler's passport expiration date is less than 6 months or USC traveler's passport query results in a mismatch or not "Issued" status
Technical Referral	TR	Technical Referral - Refers to a traveler that attempts use the kiosk during the configurable enforcement lockout or Biometric pre-verify check returned a fault response or A cancellation command from the kiosk that the traveler processing has been terminated.
Passage Granted	PG	Traveler receives Passage Granted

4.3 Fault Messages

Table 27 below provides a sample of fault messages that may be generated by the APC Service.

Table 27. APC Service Fault Messages

#	Soap: Reason	FaultCode	SessionID	KioskID	TravelerID	FaultCodeDescription
1	"Bad Apis information"	"Soap:Sender"	SessionID	KioskID	TravelerID	"Bad Apis information"
2	"sessionID: + sessionID +KioskID+travelerID " traveler request was never started"	"Soap:Sender"	SessionID	KioskID	TravelerID	KioskID
3	"Referral in TravelerEndRequest must match one in validate traveler response if not TR [" + referralMap.get(checkID) + "]"	"Soap:Sender"	SessionID	KioskID	TravelerID	KioskID
4	"Did not receive flight list in time"	N/A	N/A	KioskID	TravelerID	KioskID
5	"KIOSKID: + KIOSKID + " NOT FOUND IN DATABASE"	"Soap:Sender"	SessionID	KioskID	TravelerID	KioskID
6	"TravelerID is missing "	"Soap:Sender"	SessionID	KioskID	TravelerID	KioskID
7	"TravelerID: " + id + " cannot appear twice within the same session."	"Soap:Sender"	SessionID	KioskID	TravelerID	KioskID
8	"TravelerID: " + tID + " is not found in original traveler request."	"Soap:Sender"	SessionID	KioskID	TravelerID	KioskID
9	"Missing document manual entry indicator"	"Soap:Sender"	SessionID	KioskID	TravelerID	KioskID
10	"Missing MRZ"	"Soap:Sender"	SessionID	KioskID	TravelerID	KioskID

#	Soap: Reason	FaultCode	SessionID	KioskID	TravelerID	FaultCodeDescription
11	"Missing fields"	"Soap:Sender"	SessionID	KioskID	TravelerID	"Missing fields"
12	"BirthDate must be a date in the past"	"Soap:Sender"	SessionID	KioskID	TravelerID	"BirthDate must be a date in the past"
13	"Document expire date must be a date in the future "	"Soap:Sender"	SessionID	KioskID	TravelerID	"Document expire date must be a date in the future"
14	"Passport must be used"	"Soap:Sender"	SessionID	KioskID	TravelerID	"Passport must be used"
15	"Encountered: " + ex.getMessage() + " while processing mrz: " + mrz	"Soap:Sender"	SessionID	KioskID	TravelerID	"MRZ parsing error"
16	"Cannot parse date of birth in mrz: " + mrz	"Soap:Sender"	SessionID	KioskID	TravelerID	"cannot parse date of birth in mrz"
17	"document expired for mrz: " + mrz	"Soap:Sender"	SessionID	KioskID	TravelerID	"document expired"
18	"Document must be passport for mrz: " + mrz	"Soap:Sender"	SessionID	KioskID	TravelerID	"document must be passport"
19	"Incorrect length while processing mrz: " + mrz	"Soap:Sender"	SessionID	KioskID	TravelerID	"MRZ incorrect length"
20	"Must be all four custom questions in the request"	"Soap:Sender"	SessionID	KioskID	TravelerID	"Bad Custom Questions"
21	"Duplicate question numbers for custom questions or out of order custom questions"	"Soap:Sender"	SessionID	KioskID	TravelerID	"Bad Custom Questions"
22	"Bad SessionID"	"Soap:Sender"	N/A	KioskID	TravelerID	"SessionID is missing"

#	Soap: Reason	FaultCode	SessionID	KioskID	TravelerID	FaultCodeDescription
23	"Did not receive external responses in time"	N/A	N/A	KioskID	TravelerID	N/A

5. Open Item Discussions

This section will contain items and information that needs to be clarified through this document and other items that needs to be discussed between the two parties involved with this exchange. Please see Table 28 for a list of Open Discussion items.

Table 28. APC Service Open Discussion Items

Item #	Title	Description

Appendix A. Abbreviations

Abbreviation	Definition
APC	Automated Passport Control
APIS	Advance Passenger Information System
ATDS	Airport Technical Design Standard
CBP	U.S. Customs and Border Protection
CBSA	Canadian Border Services Agency
FIS	Federal Inspection Services
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
IEPD	Information Exchange Package
NDC	National Data Center
NIEM	National Information Exchange Model
SSL	Secure Sockets Layer
WSDL	Web Services Definition Language

**EMPLOYER
REQUIREMENTS AND RESPONSIBILITIES**

I) REQUIREMENTS TO CONDUCT BUSINESS WITH CBP:

- All companies requesting access to U.S. Customs and Border Protection (CBP) security areas are required to:
 1. **Post a continuous CBP Form 301 Bond or an Airport Security Bond.** The bond is obtained from an authorized surety company as referenced in 19CFR113.37. The face value of the bond depends upon how many employees will require access to the CBP security areas. General recommendations:

Fewer than 15 employees-	\$ 25,000.00
Between 15 and 25 employees -	\$ 50,000.00
More than 25 employees -	\$100,000.00

- The CBP form 301 Bond can be designated as an import/broker bond, custodians of bonded merchandise, international carrier bond, or a specifically designated Airport Security Bond.
- The Continuous Transaction Bond program is centralized at the Revenue Division in Indianapolis, Indiana. Submissions should be scanned and submitted in the following order: CBP Form 301 (1st page), CBP Form 301 (2nd page), bond application, CBP Form 5106 (if applicable) and any other documents, i.e. power of attorney, partnership papers, etc.
- General questions about bond processing, as well as specific questions about the status of a particular bond application should be directed to **(317) 614-4880**, or via email to cbp.bondquestions@dhs.gov.
- If the employer is not the principal on an active continuous bond on file with CBP, the application shall be supported by an Airport CBP Security Area Bond (19CFR113).
- The bond **must be registered with the U.S. Customs and Border Protection Bond Desk**, Room 271, located in the Cargo Clearance Center, 6601 N. W. 25th Street, Miami, Florida.
- A copy of the continuous CBP Form 301 bond or an original Airport Security Bond must be filed in the CBP Security Office.
- Employers must immediately notify the CBP Security Office in writing of any change in the status of the company bond (lapsed, terminated, company name or address change, reduced bond amount etc, etc.). All pertinent bond information must be the same as the company (company name, address, IRS number).
- An insufficient bond amount may result in a requirement to increase bond coverage and may result in revocation of CBP access for employees covered under the insufficient bond.
- Violations of CBP Airport Security rules and regulations will subject an employer to liquidated damages of \$1000.00 per violation.

Revised 8/2013

2. **Submit a Letter of Intent (Attachment 1)** on company letterhead to the Assistant Port Director, Passenger Processing. This letter must include:
 - Description/Type of company
 - IRS number
 - *Specific description of duties to be performed.*
 - Number of employees requiring access
 - CBP Security zones (see *Attachment 5*) to which access is necessary

3. **Submit a Letter of Authorized Signatures and Coordinators (Attachment 2)** on company letterhead with the following information:
 - Designate two or three employees within their organization to act as coordinators and assume the responsibility of submission of all applications. The coordinator will also be responsible for all inquiries related to applicants and their CBP access.

Attachment 1

***** COMPANY LETTERHEAD *****
Sample Letter of Intent
PLEASE TYPE ALL FORMS ON LETTERHEAD

Date:

Assistant Port Director, Passenger Processing
U.S. Bureau of Customs and Border Protection
P.O. Box 99-7930
Miami, Florida 33299-7930

To whom it may concern:

We request access to the CBP Security areas at Miami International Airport. We will ensure that all of our employees have been advised of and instructed in the requirements and responsibilities of possessing a CBP access seal, key or other authorized access device. We will monitor all our employees in order to ensure that they remain in compliance with all CBP orders, rules and regulations governing their behavior while in a CBP security area, and will ensure the compliance of our employees with these orders, rules and regulation.

- Description/Type of company:
- IRS or Federal Tax ID number:
- Justification to why company and employees require access:
- Specific description of duties to be performed:
- Number of employees requiring access:
- CBP Security zones to which access is necessary:

Sincerely,

Signature and Title

Phone number

(Rev. 8/2013)

Attachment 2

***** COMPANY LETTERHEAD *****
Sample Authorized Signatures and Coordinators Letter
PLEASE TYPE ALL FORMS ON LETTERHEAD

Date:

Assistant Port Director, Passenger Processing
U.S. Bureau of Customs and Border Protection
P.O. Box 99-7930
Miami, Florida 33299-7930

To whom it may concern:

We hereby request that the following individuals be appointed as authorized signatures for CBP Security access seals, keys or authorized access devices requests. No other signatures are to be honored. By signing for the CBP Security access seals, keys or other authorized access devices, we understand that the necessary background investigation, per 19 Code of Federal Regulations, Part 122.182(d), has been conducted on the applicant. We request access to the CBP Security areas at Miami International Airport. We will ensure that all of our employees have been advised of and instructed in the requirements and responsibilities of possessing a CBP access seal, key or authorized access device. We will monitor all our employees in order to ensure that they remain in compliance with all CBP orders, rules and regulations governing their behavior while in a CBP security area, and will ensure the compliance of our employees with these orders, rules and regulations.

Name:	Position:	Signature:
Name:	Position:	Signature:
Name:	Position:	Signature:

We also request that the following individuals be appointed to act as coordinators for our company to the Customs and Border Protection Security Office. They will submit all completed applications, arrange appointments for fingerprinting, and handle all inquiries related to completed CBP Security access seals, keys or authorized access devices and return CBP access seals, keys or authorized access devices that are no longer needed. We understand that the CBP access seals, keys or authorized access devices will not be released to any person other than the designated coordinators.

Name:	Position:	Signature:
Name:	Position:	Signature:
Name:	Position:	Signature:

This letter supersedes any previously issued.

Sincerely,

Signature and Title

Phone Number

Please note: This letter must be signed by the supervisor of the designated individuals
In other words, you cannot appoint yourself to be an authorized signature or coordinator unless you are the president and ultimate owner of the company.

(Rev. 8/2013)

II) EMPLOYER RESPONSIBILITIES:

1. Designate two or three employees within their organization to sign letters requesting access for employees to the CBP security area.
 - **It is the sole responsibility of the Coordinator to conduct all business with CBP. Under no circumstances are individual employees allowed to submit applications or make inquires to the CBP Security Office.**
 - Coordinators must immediately notify the CBP Security Office in writing of any change in the company's name, address, phone or fax numbers, or changes in the company bond status.
 - Coordinators must be adaptable to rapid changes in CBP Security Office policies and procedures. They must comply to and or respond within a timely manner to all instructions and inquiries given by the CBP Security Office.
2. Retain records of background investigations conducted by employers for a period of one-year following the cessation of employment and make them available upon request of the Port Director.
3. Advise and instruct employees of the requirements and responsibilities of possessing a CBP access seal, key or authorized access device (*see Attached Employee Requirements and Responsibilities*). Monitor employees in order to ensure that they remain in compliance with all CBP orders, rules and regulations governing behavior while in a CBP security area.
4. **Advise Port Director in writing within 24 hours, of a CHANGE OF CIRCUMSTANCE:** When the employer becomes aware of any change in the circumstances of its employee (for example any arrest or conviction, terminated, furlough, transferred, deceased etc.) the employer must immediately advise the Port Director via the CBP Security Office in writing of that fact (*see Attachment 3 and 4*) even though the employee may have reported the change separately. Company coordinators must also provide a copy of the CBP access seal with the notification.

Employers are responsible for the certification and maintenance of the documents submitted for this program as required in Sections 122.181 through 122.189 of Title 19 Code of Federal Regulations (CFR).

Attachment 3

*** COMPANY LETTERHEAD ***
Sample Change of Circumstance

Date: _____

Assistant Port Director, Passenger Processing
U.S. Bureau of Customs and Border Protection
P.O. Box 99-7930
Miami, Florida 33299-7930

To whom it may concern:

As required by Title 19 Code of Federal Regulations, Part 122.184(c), if an employer becomes aware of any change in circumstances of its employee, the employer must immediately advise the Port Director of that fact within 24 hours. Therefore, I am writing to inform you that I have become aware of a change in circumstances of my employee as follows:

Name: _____ Date of birth: _____

Social Security Number: _____ CBP access seal number: _____

Date of change of circumstance: _____

Reason. Please check one: Arrested:() Convicted:() Found not guilty by reason of insanity:() Committed an Act or omission involving a disqualifying offense:() Unsure:() Other:(), please explain.

Details of circumstance of which I have become aware: _____

Sincerely,

Signature and Title

Phone number

(Rev. 8/2013)

Attachment 4

*** COMPANY LETTERHEAD ***
Sample Requesting CBP Access Seal

Date: _____

Assistant Port Director, Passenger Processing
U.S. Bureau of Customs and Border Protection
P.O. Box 99-7930
Miami, Florida 33299-7930

To whom it may concern:

A background check has been performed on the applicant to the extent allowable by law, including at a minimum, references and employment history to the extent necessary to verify representations made by the applicant relating to employment in the preceding five years. To the best of my knowledge, the applicant meets the conditions necessary to perform functions associated with employment in the CBP Security Areas described in 19 CFR 122.181. We request access to the CBP Security areas at Miami International Airport. *We will ensure that this employee has been advised of and instructed in the requirements and responsibilities of possessing a CBP access seal. We will monitor this employee in order to ensure that he/she remains in compliance with all CBP orders, rules and regulations governing his/her behavior while in a CBP security area, and will ensure the compliance of our employee with these orders, rules and regulations.*

NEW APPLICATION () RE-APPLICATION ()
LOST () STOLEN () DAMAGED () OTHER ()

APPLICANT NAME: _____

CURRENT ADDRESS: _____

DATE OF BIRTH: _____ SOCIAL SECURITY #: _____

U.S. CITIZEN () OR ALIEN () RESIDENT A-Registration _____

SPECIFIC DESCRIPTION of DUTIES the applicant will perform while in the CBP security area:

ZONES REQUESTED: (1) _____ (2) _____

DOES APPLICANT CURRENTLY HOLD A CBP ACCESS SEAL WITH ANOTHER EMPLOYER? _____ YES _____ NO

IF YES, NAME OF EMPLOYER(S). _____

Please provide a copy of the seal and explanation of when/where/how CBP seal, key or other authorized access device was lost, stolen, damaged or other: _____

Sincerely,

Name, Position

Phone number

(Rev. 8/2013)

- Quarterly Reports** are to be submitted during the first month of each calendar quarter in the format listed below. According to 19 CFR 122.184(c), the quarterly report consists basically of two parts. The first part consists of the active/issued seal information. The second part consists of the details of the changes since your last quarterly report.

To avoid duplications and input errors, the below format will combine in one spreadsheet the lists of all employees who have an approved CBP access seal along with all additions to, and deletions from, the previous quarterly report. It must be dated with the month, date and year of the quarter being reported and include **12 columns** as shown below:

Company Name, Company Code, Quarterly report date, Last Name, First Name, Date of Birth (DOB), Social Security number (SSN), SIDA Badge Number, Expiration Date, Addition, Deletion, Reason for Addition/Deletion.

- This report must be up to date and is due within the first 10 business days of January, April, July, and October.
- Report must be sent in an excel spreadsheet.
- Social Security numbers must have all nine digits listed.
- **The report must conform to the format represented below.** CBP will provide a sample spreadsheet upon request. (Note: Addition and Deletion sections are edited for: “Y” for yes and “N” for no).
- Reason for Additions: New Employee
- Reason for Deletions: Terminated, Laid Off, Resigned, Retired, Leave of Absence.
- If an employee had a badge reissued due a damaged, lost or stolen badge, please make a comment in the reason column.

Failure to submit this report on time will result in the cessation of issuance of CBP seals for your company, and may result in the issuance of \$1000 in liquidated damages.

Company Name	Company Code	Date of Report	Last Name	First Name	DOB	SSN	SIDA Badge	Expiration Date	Addition (Y for yes; N for no)	Deletion (Y for yes; N for no)	Reason for Addition/Deletion
SAMPLE	SAMPLE	12/31/2013	Employee		1/1/1962	055-55-5555	1000	12/31/2014	Y	Y	new employee

Quarterly reports must be sent electronically to miamiairportsecurityoffice@cbp.dhs.gov with the subject line: **Employer Code-Quarterly Report-month/year**

Sample of subject line: XXXX-Quarterly Report-Sept/2013

EMPLOYEE
REQUIREMENTS AND RESPONSIBILITIES

- Report the loss or theft of their CBP access seal to the Port Director in writing within 24 hours. Lost or stolen CBP access seals, keys or authorized access devices will require a copy of a police report. Reports must be requested at the police station located at Miami International Airport.
- Report any change in circumstance to the Port Director in writing within 24 hours of that change in circumstance regarding provisions set forth in 19 CFR 122.183 and 19 CRR 122.187 (see Grounds for Denial and Revocations).
- In the case of an arrest or prosecution or a disqualifying offense listed in 19 CFR 122.183(a)(4), the employee must advise the Port Director in writing within 5 calendar days of the final disposition of that arrest or prosecution.
- In the case of suspension of an employee's SIDA (Miami-Dade Aviation Department) badge, the employee must advise the Port Director in writing within 24 hours of the fact of, and basis for, the suspension.
- Be cognizant and comply with the CBP regulations as related to employee conduct. We have included typical examples of employee violations in the following list. However, it does not include all possibilities.
 1. Entries into a CBP security area without an approved CBP access seal.
 2. Failure to openly display approved CBP access seal during a CBP challenge.
 3. Entry into a CBP security area not covered by displayed CBP access seal, (*for example entering zone 1 when employee is authorized for zone 2 only*).
 4. Entry into a CBP security area for a purpose other than to perform duties approved by the employer and associated with work.
 5. Failure to produce or surrender a CBP access seal following a proper demand by a CBP officer.
 6. Failure to safeguard a CBP access seal, key or other authorized access device or failure to report in writing the loss or theft of a CBP access seal, key or authorized access device within 24 hours. Failure to provide a copy of the police report.
 7. Presentation of identification by person other than to whom it was issued.
 8. Refusal to obey a proper CBP order, rule and/or regulation.

Within 24 hours means by close of business (3:30 p.m.) the next business day.

LOST, STOLEN AND DAMAGED CBP ACCESS SEAL

- The employer must submit a letter (*Attachment 4*) on their letterhead informing the CBP Security Office of the lost or stolen badge within 24 hours, and may request a replacement CBP Access Seal at the same time with the following information:
 - Full name of the employee
 - Date of Birth
 - Social Security number
 - Current physical address and phone number
 - Explanation stating when, where and how CBP Access Seal was lost or stolen
 - Zones required for access
 - Original Signature of authorizing company officer

- Copy of Police Report and the case number when a badge has been lost or stolen. Police Reports for lost badges must be requested from the Police Station at Miami International Airport.

- **If not a U.S. Citizen**, copy of passport, visa, and I-94, employment authorization card or permanent resident card. **If a U. S. Citizen**, a copy of U. S. Passport, Naturalization Certificate or Birth Certificate.

DENIAL OF ACCESS

- *General grounds for denial:* Access to the CBP security area will not be granted, and therefore an approved CBP access seal will not be issued, to any person whose access to the CBP security area will, in the judgement of the Port Director, endanger the revenue or the security of the area or pose an unacceptable risk to public health, interest or safety, national security or aviation safety.
- The basis for denial of access are set forth in 19 CFR 122.183 and include, but are not limited to, any cause that would justify a demand for surrender of a CBP access seal or the suspension or revocation of the CBP area access approval under 19 CFR 122.182(g) or 122.187; evidence of a pending or past investigation establishing probable cause to believe the applicant has engaged in conduct related to or which could lead to a conviction for a disqualifying offense, or an arrest or the charging of an applicant for such conduct where prosecution or other disposition is pending.
- The following list of crimes, while not exhaustive, is illustrative of the types of crimes that justify denial: embezzlement, theft, robbery, perjury, burglary, kidnapping, assault with a deadly weapon, sabotage, and illegal use/possession of firearms/explosives and any violations of the CBP laws, including those involving fraud or narcotics. See 19 CFR 122.183(a)(4) for a full list of disqualifying offenses.

REVOCAION OR SUSPENSION OF ACCESS

- *General grounds for revocation or suspension of access:* The Port Director must immediately revoke or suspend an employee's access to the CBP security area and demand the immediate surrender of the employee's approved CBP access seal for any specific grounds listed below, or may propose the revocation or suspension of an employee's access to the CBP security area and the surrender of the employee's approved CBP access seal whenever, in the judgment of the Port Director, it appears for any ground not specified below the continued access might pose an unacceptable risk to public health, interest or safety, national security, aviation safety, the revenue, or the security of the area.
- *Specific grounds for revocation or suspension of access:* Access to the CBP security area will be revoked or suspended, and surrender of an approved CBP access seal will be demanded, in any of the following circumstances:
 1. There is probable cause to believe that an approved CBP access seal was obtained through fraud, a material omission, or the misstatement of a material fact;
 2. The employee is or has been convicted of, or found not guilty of by reason of insanity, or there is probable cause to believe that the employee has committed any act or omission involving, an offense listed in 19 CFR 122.183(a)(4).
 3. The employee has been arrested for, or charged with, an offense listed in 19 CFR 122.183(a)(4) and prosecution or other disposition of the arrest or charge is pending;
 4. The employee has engaged in any other conduct that would constitute a ground for denial of access to the CBP security area under 19 CFR 122.183.
 5. The employee permits the approved CBP access seal to be used by any other person or refuses to openly display or produce it upon proper demand of a CBP officer;
 6. The employee uses the approved CBP access seal in connection with a matter not related to his employment or not constituting a duty described in the written justification required by the company requesting a Customs Access Seal;
 7. The employee refuses or neglects to obey any proper order of a CBP officer, or any CBP order, rule and/or regulation;
 8. For all employees of the bond holder, if the bond required by 19 CFR 122.182(c) is determined to be insufficient in amount or lacking sufficient sureties, and a satisfactory new bond with good and sufficient sureties is not furnished within a reasonable time;
 9. The employee no longer requires access to the CBP security area for an extended period of time at the airport of issuance because of a change in duties, termination of employment or other reason;
 10. The employee or employer fails to provide the notification of a change in circumstances as required under "*Employer Requirements and Responsibilities*".
 11. The employee fails to report the loss or theft of a CBP access seal as required under "*Employee Requirements and Responsibilities*".

VIOLATIONS

I. EMPLOYEE VIOLATIONS

We have included typical examples of employee violations in the following list. However, it does not include all possibilities.

- Entry into a CBP Security Area without approved access symbol (19CFR122.182(a))
- Failure to openly display approved CBP access symbol during CBP challenge (19CFR122.182(a))
- Entry into a CBP Security area not covered by displayed CBP access symbol (*excluding an authorized "crossover employee"*)(19CFR122.181)
- Entry into a CBP security area for a purpose other than to perform duties associated with work (19CFR122.181)
- Failure to surrender a CBP access symbol following a proper demand by a CBP officer (19CFR122.182(a))
- Failure to report in writing the loss or theft of a CBP access seal promptly; within 24 hours (19CFR122.185)
- Use of CBP access symbol by person, who is not the original applicant issued the symbol (19CFR122.182(a))
- Refusal to obey a proper CBP order, rule, or regulation (19CFR122.187(a)(2)(vii))
- Failure to produce approved CBP access symbol following a proper CBP demand (19CFR122.182(a))

These violations are subject to liquidated damages in the amount of \$1000.00 per offense and/or suspension or revocation of the employee's CBP Security Access.

II. EMPLOYER VIOLATIONS

We have included typical examples of employer violations in the following list along with related regulatory citations; however, it does not include all possibilities:

- Inadequate or non-existent background checks of employee's 5 year employment history (19CFR122.182 (d))
- Inadequate or non-existent verification of employee's last 5 years of residences (19CFR122.182(d))
- Inadequate or non-existent retention of supporting background investigation records (19CFR122.182(d))
- Failure to produce background investigation records following proper CBP demand (19CFR122.182(d))
- Failure to notify CBP Security office about an employee's changed job duties eliminating need for access (19CFR122.182(g))
- Failure to return an issued CBP access seal when it is no longer needed or for any cause referred to in "*Revocation or Suspension of Access*" (19CFR122.182(g))
- Failure to notify in writing **and** surrender the CBP access seal when its validation date has passed, (*i.e., it has expired*) and a new application has not yet been approved (19CFR122.182(g))
- Insufficient bond amount or surety with no satisfactory remedy in reasonable time (19CFR122.189) and (19CFR122.182(c))
- Failure to provide a summary of all CBP access seals issued to the company every quarter (19CFR122.184(c)) (*see Quarterly Reports*)
- Failure to immediately advise the Port Director in writing within 24 hours after becoming aware the change of circumstance of an employee (19CFR122, 184(c)) (*see Change of Circumstance*)

III. OTHER VIOLATIONS

<i>Failure to have a CBP Access Seal</i>	<i>Possession of unauthorized CBP Access Seal</i>
<i>Intentional misuse of a CBP Access Seal</i>	<i>Display of an expired CBP Access Seal</i>
<i>Failure to display a CBP Access Seal</i>	



AIRPORT IDENTIFICATION BADGE APPLICATION

All areas must be completed upon submission and must be typed. Signatures by the employee and authorized company representatives will only be accepted using blue ink. The Miami-Dade Aviation Department (MDAD) will not accept this form if it is altered (including use of correction fluid), torn, folded, bent or otherwise defaced. The application must be processed within two weeks of the date it is signed by the authorized company representative (s).

Section I-Applicant Information

		Social Security Number:		
First Name:		Middle Name:		
Last name:		Other Names Used Including Alias or Nicknames:		
Date of Birth: (MM/DD/YYYY)	Job Title:	Height: _____	Hair Color: _____	Sex: M F
		Weight: _____	Eye Color: _____	Race: _____
Home Address:		City/State/Zip:		Phone Number: () -
Driver License Number:		Country of Birth: (If in the U.S. please specify city and state.)		Citizen of What Country:
Expiration Date:	State Issued:			
U.S. Citizen: Yes or No U.S. Passport Number: _____ Naturalization # _____ (if applicable)				
U.S. Resident: () Alien Resident Number: _____ Expiration Date: ____/____/____				
Non-Immigrant Authorized to Work: () Employment Authorization #: _____				
Authorized to Work Until: _____ Type of Visa: _____ Visa #: _____				
US Citizens Born Abroad: () DS-1350 () FS-545 () Certification # _____ (if applicable)				
CUSTOMS AND BORDER PROTECTION ONLY				
INS Inspector Approval Signature:		Approval Date: ____/____/____		Comments: _____
(SIGN IN BLUE INK ONLY)				

****FOR MDAD ACCESS CONTROL OFFICE USE ONLY****				
SIDA Training Date:	Badge Number:	Badge Access Level:	Date Issued:	Expiration Date:
ID Process By:		Fingerprint Department		ID Section Payment
Reason for Reprint:		Date _____	Payment Type: Y M C A	
Reason for GU:		Payment Type: Y M C A		Receipt Number: _____
Approved By:		Receipt Number: _____		Billed No Charge Damaged
		MIA # _____		Replacement - Reason: _____
		U.S. Carrier _____		Lost - Badge #: _____

****FOR MDAD ACCESS CONTROL OFFICE USE ONLY**** FRONT DESK			
Company Fingerprinted By:	Date Sent:	Fingerprint Case Number:	Date Results Received:
STA Date Received:		STA Result:	

Section II- Applicant's Criminal History (Must check "Yes" or "No" for each item listed)

Persons seeking unescorted access to the Security Identification Display Areas (SIDA) or Sterile Areas of an airport and individuals performing security checkpoint screening functions at an airport and their supervisors are subject to the requirements of Title 49 of the Code of Federal Regulations, Parts 1542.209 or 1544.229. These requirements include a Criminal History Records Checks (CHRC). Indicate below, by checking "Yes" or "No" for each item listed, if you have ever pleaded guilty or nolo contendere ("no contest"), had adjudication withheld, been convicted or found not guilty by reason of insanity to any of the following:

Yes	No	Forgery of certificates, false marking of aircraft, and other aircraft registration violations	Yes	No	Aircraft piracy
Yes	No	Interference with air navigation	Yes	No	Murder
Yes	No	Improper transportation of a hazardous material	Yes	No	Assault with intent to murder
Yes	No	Felony involving violence at International Airports	Yes	No	Espionage
Yes	No	Interference with flight crew members or flight attendants	Yes	No	Sedition
Yes	No	Commission of certain crimes aboard aircraft in flight	Yes	No	Kidnapping or hostage taking
Yes	No	Carrying a weapon or explosive aboard an aircraft	Yes	No	Treason
Yes	No	Conveying false information and threats	Yes	No	Rape or aggravated sexual abuse
Yes	No	Unlawful possession, use, sale, distribution or manufacture of an explosive or weapon	Yes	No	Extortion
Yes	No	Lighting violations involving transporting controlled substances	Yes	No	Felony arson
Yes	No	Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements	Yes	No	Distribution of or intent to distribute a controlled substance
Yes	No	Destruction of an aircraft or aircraft facility	Yes	No	Armed or felony unarmed robbery
Yes	No	Aircraft piracy outside the special aircraft jurisdiction of the United States	Yes	No	Felony involving dishonesty, fraud, or misrepresentation
Yes	No	Felony involving possession or distribution of stolen property	Yes	No	Felony involving a threat
Yes	No	Felony involving willful destruction of property	Yes	No	Felony involving aggravated assault
Yes	No	Felony involving importation or manufacture of a controlled substance	Yes	No	Felony involving bribery
Yes	No	Felony involving burglary	Yes	No	Felony involving theft
Yes	No	Felony involving the illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year	Yes	No	Conspiracy or attempt to commit any of the criminal acts listed on this table

The MDAD Airport Security Coordinator keeps confidential the criminal history record obtained from the FBI and uses it only for determining whether to issue an Airport Identification Badge (ID Badge). You may get a copy of your criminal history record sent by the FBI to the Airport Security Coordinator by submitting a written request within 30 days after being advised that your criminal history shows you are disqualified from being issued an ID Badge. If you believe that any information is inaccurate, you may directly contact the agency that reported the disqualifying conviction to correct your record.

I understand that I have a continuing obligation under Title 49, CFR, Parts 1542.209 or 1544.229 to disclose to the airport operator within 24 hours if I plead guilty or nolo contendere ("no contest") to, have an adjudication withheld, been convicted or found not guilty by reason of insanity to any of the disqualifying crimes listed on this application or the federal security regulations.

Privacy Act Notice: Under title 49 United States Code (U.S.C.) Part §§114.44936 authorizes the collection of this information. The Department of Homeland Security (DHS) will use the biographical information to conduct a security threat assessment and will forward any fingerprint information to the Federal Bureau of Investigation to conduct a criminal history records check of individuals who are applying for, or who hold, an airport-issued identification media or who are applying to become a Trusted Agent of the airport operator. DHS will also transmit the fingerprints for enrollment into the US-VISIT's Automated Biometrics Identification System (IDENT). If you provide your Social Security Number (SSN), DHS may provide your name and SSN to the Social Security Administration (SSA) to compare that information against SSA's records to ensure the validity of your name and SSN. This information may be shared with third parties during the course of a security threat assessment, employment investigation, or adjudication of a waiver or appeal request to the extent necessary to obtain information pertinent to the assessment, investigation, or adjudication of your application or in accordance with the routine uses identified in the Transportation Security Threat Assessment System (T-STAS), DHS/TSA 002. Furnishing this information (including your SSN) is voluntary; however, if you do not provide your SSN or any other information requested, DHS may be unable to complete your application for identification media.

MDAD has advised me of the purpose, disclosure and uses for submitting my personal information to the ID Section when requesting MDAD issued ID badge media as per Transportation Security Administration (TSA) Security Directive 1542-04-08 series.

Section III-Applicant's Certification

I hereby submit to MDAD Identification Section (ID Section) this application for an ID Badge and agree to the following:

1. To comply at all times with the security rules and policies of MDAD, including the provisions of Chapter 25 and the Transportation Security Administration (TSA), an agency of the United States, including the provisions of Title 49, CFR, Parts 1540,1542, and 1544.
2. All ID Badges remain the property of MDAD; My ID Badge cannot be transferred to another individual or used for any purpose by another individual; I will visibly display my ID Badge outside my garments on my upper body whenever I am in any area of the airport; I will not aid nor participate in "piggy-backing" (allowing unauthorized access to secure or restricted areas) nor will I otherwise breach, disobey or disregard any security directive, plan or program at the airport; I will challenge any person who enters a secured/restricted area if the person does not properly display an ID Badge. If the person I challenge cannot produce a valid ID Badge, I will immediately notify the Miami-Dade Police Department or the MDAD at (305) 876-0385.
3. Use of the ID Badge constitutes consent to search and monitoring at any area of the airport.
4. MDAD reserves the right to revoke authorization for an ID Badge where such action is determined to be in the best interest of airport security. You must immediately return the ID Badge to MDAD ID Section or your employer upon notification that your authorization has been revoked; I will immediately notify my Supervisor or MDAD of any unattended bags and or suspicious activity; I will immediately notify my employer if my ID Badge is lost or stolen. A non-refundable fee of \$75.00 will be assessed for the first replacement and \$100.00 for the second replacement within 24 months of original issuance. There will not be a replacement issued for a third time within 24 months of original issuance. The Security & Safety ID Section will collect the fee before a replacement ID Badge is issued. Furthermore, a replacement ID Badge may only be issued if I declare in writing that the ID Badge has been lost, stolen, or destroyed. **The ID Badge is the property of MDAD. You must immediately return your ID Badge to your employer or the MDAD ID Section at the end of employment or upon receiving notification that your MDAD ID Badge is being revoked. The MDAD ID Office will issue a receipt as proof of ID Badge return. Failure to comply within 24 hours is in direct violation of the Airport Security Program ASP and you can be subject to a potential \$10,000 Civil Penalty Fine assessed by the Transportation Security Administration TSA under title 49 of the Code of Federal Regulations CFR Part 1540.105; 49 USC 46301.**
5. In the event of any change in my employee status (i.e. transfer, job title), I will obtain a new ID Badge noting the change and return the original ID Badge.
6. I will immediately notify my Supervisor or MDAD if I am arrested of any of the crimes listed under Title 49, CFR, Parts 1542.209 or 1544.229.
7. Contractor Identification Badges are valid only within the construction site to which I am assigned by my employer, within those areas authorized by MDAD and only until the contract is closed out and/or terminated, suspended.

I understand and agree to comply with the terms and conditions provided for in this application and agree to comply with any changes or amendments to the terms and conditions that may be imposed by MDAD. *The information that I have provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See Section 1001, of Title 18 United States Code); (See also: Title 49 of the Code of Federal Regulations, Sections 1540.103 and 1542.209)*

I authorize the Social Security Administration to release my Social Security Number and full name to the Transportation Security Administration, Office of Transportation Threat Assessment and Credentialing (TTAC), Attention: Aviation Programs (TSA-19)/Aviation Worker Program, 601 South 12th Street, Arlington, VA 22202. I am the individual to whom the information applies and want this information released to verify that my SSN is correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

Applicant's Name _____ Social Security _____ Date of Birth _____

Applicant's Signature _____ Date _____
(SIGN IN BLUE INK ONLY)

Employee Name: _____

Section IV – Access Requirements (to be completed by the employer)

Check all of the following that apply:

New Applicant Renewal/Replacement Lost Badge Damaged Badge Federal & Local Law Enforcement

Badge Type

Check the one that applies:

Green & Brown (Ramp & Cargo Access) Brown & Green (Cargo & Ramp Access) Brown (only) (Cargo Access) Green (only) (Ramp Access)

 White (Terminal Access) Lime & Orange (Cargo Warehouse) Blue (MDAD Employee) White with Concourse Access (Security Checkpoint Concourse Access) Yellow (Contractor) Yellow (Anti-pass back)

Special Certifications:

CBP Seal (Upon CBP Approval) Extended Ajar (Letter Required) Escort Authority (Letter Required) LEO (Letter Required) FIRE (Letter Required)

Section V - Employer's Certification

I certify that all information provided by or on behalf of the Employer is true, accurate, and complete. I certify that: (1) I have verified the applicant's identity by reviewing at least two forms of identification (one of which bears the applicant's photograph); (2) the applicant has presented to the representative signed below that he or she has not been convicted of a crime identified in 49 CFR 1542.209 or 1544.229; (3) The Employer will immediately report to MDAD ID Section any information that becomes available to us indicating that the applicant was arrested, indicted or convicted of one of the crimes identified in 49 CFR 1542.209 or 1544.229; **(4) The ID Badge is the property of MDAD. The employer will immediately notify and return the employee's ID Badge to the MDAD ID Section if the employee's employment is terminated, contract work at the Airport is completed or the employee's ID Badge is being revoked. Failure to notify MDAD within 24 hours, collect and return the employee's ID Badge to the MDAD ID Section can subject the employer to a Civil Penalty of up to \$10,000, assessed by the Transportation Security Administration TSA in accordance with title 49 of the United States Code Service 49 USC 46301 (a) (6);** (5) The Employer will immediately notify MDAD ID Section if the applicant's ID Badge is reported as being lost or stolen and; (6) I certify that the Employer has complied with, and will continue to comply with the provisions of Title 49, CFR, Parts 1540, 1542, and 1544. I also certify that the Employer will inform MDAD ID Section if either of the following applies:

- (i) the applicant was unable to support statements made on the application form;
- (ii) there are significant inconsistencies in the information provided on the application; or
- (iii) information has become available to us indicating a possible conviction of the crime(s) listed in 49 CFR 1542. 209 or 1544.229

I have read and understand the potential penalties described in this application for providing false or misleading information or failing to report as required.

Company Name: _____ Company Code: _____

Mailing Address: _____

Telephone Number: (_____) _____ Email Address: _____

Authorized Representative: _____ Title: _____
(Print Name)

Authorized Representative's Signature: _____ Date: _____
(SIGN IN BLUE INK ONLY) (APPLICATION EXPIRES 2 WEEKS FROM THIS DATE)

NOTE: SIGNATURE MUST BE ORIGINAL. NO COPIES/STAMPS WILL BE ACCEPTED.



DRAFT FORM OF AGREEMENT

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

AUTOMATED PASSPORT CONTROL KIOSKS

THIS SOFTWARE LICENSE, EQUIPMENT/DEVICES, IMPLEMENTATION, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED BY AND BETWEEN _____, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF _____, HAVING ITS PRINCIPAL OFFICE AT _____ (HEREINAFTER REFERRED TO AS THE "CONTRACTOR"), AND 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"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Automated Passport Control Kiosks and associated services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. RFP-00118 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Automated Passport Control Kiosks for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, No. RFP-00118 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract/Agreement Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to



the County's Project Manager for review and approval pursuant to the terms of this Agreement.

- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The word "Documentation" to mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to the County in connection with the hardware or software provided.
- i) The words "Equipment" or "Devices" to mean the hardware products identified on Appendix A, "Scope of Services" to be provided by the Contractor to the County under this Agreement.
- j) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- k) The words "Final Acceptance Test" to mean a test that measures the total performance of the APC Kiosks after a 30-day reliability test is performed from the "Go Live" date. The vendor shall not receive the final milestone payment until the County provides written confirmation the the kiosks have passed the Final Acceptance Test.
- l) The word "Kiosk(s)" to mean Automated Passport Control Kiosks or APC Kiosks as identified on Appendix A, "Scope of Services"
- m) The words "Notice to Proceed" to mean a written notice issued by the Project Manager authorizing Contractor to proceed with the work described in this agreement.
- n) The word "Maintenance" to mean the product updates and product upgrades required for the County to achieve optimal performance of the Software as outlined in Appendix A, "Scope of Services".
- o) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- p) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- q) The words "Support" or "Technical Support" to mean the process to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacements or any of the type of correction or modification required to fully utilize the Software capabilities, as outlined in Appendix A, "Scope of Services".
- r) The word "subcontractor" or "sub-consultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- s) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- t) The word "CBP" to mean the United States Customs and Border Protection.
- u) The words "CBP Documents" to mean U.S. *CBP Automated Passport Control Service Technical Reference Manual (Version 2, Document Number 3209000-TFM v2) in Attachment 2 and the U.S. CBP Automated Passport Control: Business Requirements (Version 15, April 2014) in Attachment 1.*
- v) The words "CBP ICD" to mean U.S. *CBP Automated Passport Control Service Release 2.0 Interface Control Document (Document Number 3209000-ICD) in Attachment 3.*

**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 Miami-Dade County's RFP No. RFP-00118 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) 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.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.



ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date that it is signed by the County or the Contractor, whichever is later and continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for one (1) additional five (5) year period. The County 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 and will notify the Contractor in writing of the extension. This Contract may be 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.

ARTICLE 6. NOTICE REQUIREMENTS

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
P. O. 025504
Miami, Florida 33102

Attention: Maurice Jenkins, Director Information Systems and Telecommunications
Phone: 305-876-0934
Email: mjenkins@miami-airport.com

and,

to the Agreement Manager:

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

Attention: Josh Brown
Phone: (305) 596-8815
Fax: (305) 375-5688
Email: joshbro@miamidade.gov

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

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 7. DELIVERY

8.1 Delivery of the APC Kiosks shall be according to Appendix A, "Scope of Services" and Appendix C, "Project Timeline". All services performed under this Agreement are contingent upon final acceptance by the County.

8.2 Documentation. The Contractor shall provide electronic copies of the associated Documentation to the County upon Final Acceptance.

8.3 Each proposal shall be inclusive of all delivery and shipping costs for the APC Kiosks, Hardware, Parts, and Equipment throughout the term of this Agreement, including any options or extensions exercised by the County.



ARTICLE 8. MAINTENANCE AND SUPPORT SERVICES

Contractor shall provide the County with Technical Support and Maintenance Services in the manner outlined in Appendix A, "Scope of Services" for the APC Kiosks and associated services throughout the term of this Agreement, including any options or extensions exercised by the County. Consumables and replacement parts shall be included within the cost of ongoing Maintenance and Support Services.

ARTICLE 9. GRANT OF LICENSE

6.1 License. Contractor agrees to provide the County with licensed Software and Documentation in accordance with the provisions contained within this agreement.

6.2. Contractor grants the County a limited, perpetual, non-transferrable, non-exclusive, irrevocable license to use the licensed APC Kiosk Software, Systems, Hardware/Devices and Documentation in accordance with the terms of this agreement.

- a) Contractor shall require that all of its subcontractors and suppliers grant the County, its agents, suppliers and vendors perpetual, non-transferrable, non-exclusive, irrevocable licenses to use any third party software, in both subject and object form for any purpose not expressly forbidden by the terms hereof. Such licenses shall include but not be limited to the unrestricted right by the County to provide licensed software (including the source code and object code forms thereto), the Documentation and Programs therefore, to any other person(s) or entity(ies) for their use in connection with providing goods and/or services to MDAD or the County.
- b) As used above, "irrevocable" shall include, but not be limited to, the right of the County to continue using the licensed software or third party software irrespective of any breach or default pursuant to the terms hereof.
- c) Contractor shall provide the County with documentation, satisfactory to MDAD, confirming that the Contractor has acquired on the County's behalf all software licenses required hereunder.

ARTICLE 10. SOFTWARE MODIFICATIONS

10.1 Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Software. When requested by the County, the Contractor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost and/or temporary revenue sharing proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- a) 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, 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. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Software System, and any and all Documentation relating to the Software and or enhancements/modification thereto.
- c) The Contractor shall provide the County at no cost all updates and upgrades required to maintain compliance with U.S. CBP regulations including but not limited to future versions of the U.S. Customs and Border Protection



(CBP) Document Number 3209000-TRM, version 2 titled "Automated Passport Control Service Technical Reference Manual (version 2) and CBP Automated Passport Control: Business Requirements (Version 15 dated April 2014).

ARTICLE 11. SOFTWARE ESCROW

The County requires that the Contractor maintain a software escrow account throughout the life of the Agreement to protect against failure of the Contractor to provide the agreed upon services. A copy of the Contractor's licensed software source code, and Contractor enhancements or modifications or customization or Developed Works of source code is to be kept by a trusted third party to ensure that the County will have access to the source code in the event that the Contractor is unable to support the software. The Contractor is required to maintain the most current version of the application with the escrow agent including, but not limited to all incremental releases and upgrades as well as any software customization or Developed Works created for the County. The terms and conditions associated with such software escrow services are outlined in Appendix E, "Escrow Agreement."

Solely in the event of a release event as defined under the Escrow Agreement, the Contractor grants to County, a non-exclusive, perpetual, paid in full license, to install, use, copy, publicly perform and digitally perform, modify and create derivative works, for the sole purpose of continuing the benefits afforded to the County under this Agreement, including the development of patches and upgrades solely for County's internal use. County shall have a right to modify and customize the Software, or to have the Software modified and customized by third-parties.

ARTICLE 12. IMPLEMENTATION SERVICES

- a) The County shall accept or reject the APC Kiosks within fifteen business (15) days of receipt which commences after the completion of installation, implementation, configuration and testing by Contractor unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to provide deliverables within the time specified or if the APC Kiosks delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered APC Kiosks or may accept some items and reject the balance of the delivered APC Kiosks. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement of the APC Kiosks for such rejected items within fifteen (15) business days of Contractor's receipt of the County's rejection notice.
- c) The Contractor shall bear the risk of loss or damage to delivered APC Kiosks until the time the Project Manager certifies that the kiosks have successfully completed the Final Acceptance test whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.
- d) Contractor agrees to install, implement and test APC Kiosks in specified locations at MIA facilities. Contractor agrees and acknowledges that Contractor will not have exclusive access to said locations during installation, implementation and testing as the location will be usable to traveling passengers, CBP agents and MDAD staff. Contractor further agrees and acknowledges that no barriers (walls, screens, etc) will be erected in said location during installation, implementation and testing. Contractor agrees to commence installation of the APC Kiosks according to the Implementation Timeline herein attached as Appendix C unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours. Whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services in accordance with the Implementation Schedule, so that such the APC Kiosks are in good working order and ready for use by the dates set forth in the Schedule.
- e) Contractor agrees to do all things necessary for proper implementation of the APC Kiosks and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate



with the Project Manager all work with all other Contractors and/or County personnel performing work to complete APC Kiosk installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the APC Kiosks. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.

- f) Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required services to successfully achieve all objectives set forth in the scope of work , including, but not limited to, (a) system configuration; (b) interface development ; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the APC Kiosks; and (g) any additional services necessary to ensure Contractor's compliance with this Article 12.
- g) Testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the APC Kiosks in conformance with the requirements of the Contract. This will include an actual demonstration of all required functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

ARTICLE 13. TESTS

The Contractor shall configure and program the APC Kiosks to conform to the Scope of Services herein attached as appendix A. The APC Kiosks will be subject to several tests, including a Final Acceptance test as further defined in the Scope of Services, Implementation Plan, and Acceptance Criteria to be developed by both parties and pending final approval from MDAD to assure System performance, the County's Project Manager will coordinate all testing of the APC Kiosks and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services.

Final acceptance cannot occur until all designated tests from the preliminary acceptance list have been resolved. The selected Proposer shall provide a checklist (report) for all kiosk hardware, software, and training in a form acceptable to the County and CBP. Final acceptance is described as "equipment delivered, installed and tested to meet CBP specifications for the hardware, equipment, software, and CBP interface" to the satisfaction of the County and CBP. Failure of the APC Kiosks to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the Implementation Timeline herein attached as appendix C may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the APC Kiosks and associated software require separate testing periods and sign-off from the County Project Manager prior to migrating it into the production software. The testing protocol shall be as follows:

- a) Contractor's Project Manager will provide written notice to the County Project Manager of modifications, fixes, enhancements, and/or new releases of the software available for testing.
- b) The Contractor's Project Manager will coordinate all user acceptance testing dates, acceptance criteria, and training for the new functionality for the test group.
- c) The County will be granted five (5) business days or other timeframe agreed to by both parties in writing to perform testing based on the outlined functionality being delivered to the County on the Acceptance Criteria sign off sheet;
- d) The County's Project Manager will provide the Contractor with written notice of acceptance (sign-off) or rejection (with documented material nonconformities in the functionality) within 15 business days, unless more time is needed, in which case the County will notify the Contractor in writing accordingly;



- e) Deficiencies found will be noted on the Acceptance Criteria sign off sheet and the Contractor will be provided an opportunity to correct the issues. The Contractor will be required to provide the County with an updated timeline and work around (fix) within three (3) business days unless additional time is requested in writing and agreed by both parties;
- f) Once the release is accepted, the functionality will be moved into the production module. And updated documentation will be provided to the County.

ARTICLE 14. REVIEWING DELIVERABLES

The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in the Scope of Services, and as specified in Appendix D "Acceptance Criteria". The Contractor understands that the County shall have final approval on all Deliverables.

In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with:

- i. a written notification of the County's approval,
- ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,
- iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The Contractor understands that failure by the County to provide a notice of approval does not constitute approval.

Furthermore:

- a) For each Deliverable made hereunder, the County shall have ten (10) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.
- b) Unless an extension of time has been granted by the County, within five business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.
- c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:
 - a. Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,
 - b. Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval. Any suspension of the Work under this provision shall not alter the County's right to assess liquidated damages in the event that the Work are not completed in accordance with other provisions of this Agreement.
- d) The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such



correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 15. SYSTEM WARRANTY

The Contractor warrants at no cost to the County, for a period of one (1) year from the County's Final Acceptance, that the System(s) and all related components provided by the Contractor under the performance of this Agreement shall:

- (i) Be free from defects in material and workmanship under normal use and remain in good working order, wear and tear excepted;
- (ii) Function properly and in conformity with the warranties in this Agreement;
- (iii) Meet the performance standards set forth in the Scope of Work and the Original Equipment Manufacturer's published specifications.

During the Warranty Period, Contractor agrees to use all reasonable efforts and resources to provide to the County all corrections and/or modifications necessary to correct problems with the Equipment/Devices provided by the Contractor that are reported to Contractor, at no additional cost to the price identified in the Price Schedule or to provide a full refund of any amounts paid under this contract and accept the return of the System in the sole discretion of the County.

During the Warranty Period, Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the Equipment/Devices and related Software it provides.

In the event the Software System(s) does not satisfy the conditions of performance set forth in the Scope of Services, Solicitation, and Contractor's proposal, the Contractor's obligation is to provide a Fix or a Work Around at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements set forth in the Scope of Services, Solicitation, and Contractor's proposal or to provide a full refund of any amounts paid under this contract and accept the return of the System in the sole discretion of the County. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof.

The Contractor shall provide an extended warranty that shall meet the same system warranty coverage as described above and provided during the first year factory warranty period.

ARTICLE 16. THIRD PARTY WARRANTIES

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractors' and suppliers' warranties and representations with respect to the Solution provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Articles 15 "System Warranty".

ARTICLE 17. FEES AND PAYMENT

17.1 Fees. The County shall pay the Fees or other considerations for the Software, Equipment, and Documentation as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable to the Contractor upon invoice as defined in Appendix B. The County shall have no obligation to pay the Contractor or



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 prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.

17.2 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.

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

ARTICLE 18. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may invoice the County periodically, pursuant to Appendix B – Price Schedule. 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 Mayor, 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.

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
P. O. 025504
Miami, Florida 33102

Attention: Maurice Jenkins
Phone: 305-876-0934
E-mail: mjenkins@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 19. INDEMNIFICATION AND INSURANCE

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.

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

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 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.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than *\$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

*Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.

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 "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published 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 Financial Services 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. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

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.



Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring 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 thirty (30) 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 20. 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 hereinafter 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 21. EMPLOYEES 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 22. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 23. 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. The Project Manager is not authorized to waive or modify this agreement without authority from the Board of County Commissioners.
- 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 24. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 25. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 26. 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 Section 2-481 of the Miami-Dade County Code, 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 27. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 28. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor 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.

ARTICLE 29. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from



its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 30. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 31. 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 32. TERMINATION AND SUSPENSION OF WORK

- a) 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.
- b) 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.

- c) 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 Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) 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 Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, 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. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement pursuant to Article 32 (d), the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 33. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;



- v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 34. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 35. REMEDIES IN THE EVENT OF DEFAULT

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

- a) lost revenues;
- b) 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
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 36. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual



property rights or any other third party proprietary rights.

- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 37. CONFIDENTIALITY

- 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 or its subcontractors in the course of the performance of such Services, or the results of such Services, 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, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. 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, 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 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.
- b) The Contractor 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 subcontractor's 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.
- c) 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 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, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

**ARTICLE 38. 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 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.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 39. PROPRIETARY RIGHTS

- a) 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 or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor 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 Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers 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 in the Scope of



Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 40. VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) Vendor Registration : The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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 County 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(f) 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 requires that 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, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 42. 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 Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) 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, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran 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.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) 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.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.



The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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 43. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 44. CONFLICT OF INTEREST

The Contractor 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 award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor 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 Contractor 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 Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the

Contractor shall have an interest which is in conflict with the Contractor'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 Contractor 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 Contractor 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, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 45. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 46. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor 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 Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 47. GOVERNING LAW

This Contract, 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 49. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can



be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

ARTICLE 50. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 51. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 52. 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 53. 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 God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, 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 suppliers, subcontractors, or the like including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war.

ARTICLE 54. TECHNICAL SUPPORT PERFORMANCE MEASURES

The County has established performance metrics in regards to the technical support and maintenance services to be provided under this Agreement. Should the Contractor not meet the required response or resolution timeframes for the reported issues per Section 2, Item 2.8 of the solicitation, the County reserves the option of assessing penalties for failure of the Contractor to meet the response and resolution times required.

Performance measure penalties will be applied at the following rates:

Response Time	\$250 per day
Resolution Time	\$250 per day
Failure of Contractor to meet monthly service levels as stated within Scope of Services	\$500 per incident
Failure of Contractor to resolve or implement a County approved work-around within four (4) hours from notification and approval from MDAD of critical or major problems	\$2,500 per day
Three or more documented complaints in any given month from County Management or Users regarding Contractor's responsiveness	\$250 per incident

The County will advise the Contractor in writing of its intent to assess performance measure penalties within 5 days of becoming aware of occurrence of any delay. The time frame for measurement of response time and the resolution time shall begin at the exact time the problem was reported to the Contractor. The time frame for the repair shall begin as soon as the Contractor arrives at the site or begins work on the problem. Partial hours may be treated as whole hours at the discretion of County, and performance penalty amounts may be withheld from payments.

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

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDICES

- APPENDIX A – SCOPE OF SERVICES *(To be completed as part of contract negotiations)*
- APPENDIX B – PAYMENT/PRICE SCHEDULE *(To be completed as part of contract negotiations)*
- APPENDIX C – IMPLEMENTATION TIMELINE *(To be completed as part of contract negotiations)*
- APPENDIX D – DELIVERABLE ACCEPTANCE FORMS *(To be completed as part of contract negotiations)*
- APPENDIX E – SOFTWARE ESCROW AGREEMENT *(To be completed as part of contract negotiations)*
- APPENDIX F – U.S. CUSTOMS AND BORDER PROTECTION “AUTOMATED PASSPORT CONTROL: BUSINESS REQUIREMENTS” VERSION 15, April 2014
- APPENDIX G – U.S. CUSTOMS & BORDER PATROL “AUTOMATED PASSPORT CONTROL SERVICE TECHNICAL REFERENCE MANUAL (VERSION 2), DOCUMENT NUMBER 3209000-TRM V2
- APPENDIX H - U.S. CUSTOMS & BORDER PATROL “AUTOMATED PASSPORT CONTROL SERVICE (RELEASE 2.0) INTERFACE CONTROL DOCUMENT(DOCUMENT NUMBER 3209000-ICD)



miamidade.gov

Miami-Dade County

Bid RFP-00118

**INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES**
111 NW 1ST Street • Suite 1300
Miami, Florida 33128 - 1974
Telephone: 305-375-4725
Fax: (305) 375-5688

**RFP-00118
ADDENDUM NO. 1**

DATE: September 22, 2014

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: RFP No. RFP-00118: Automated Passport Control (APC) Kiosks

This Addendum No. 1 becomes a part of Request For Proposals (RFP) No. RFP-00118 entitled: Automated Passport Control (APC) Kiosks.

1. Attachment No. 1 provides answers to the questions received in response to the solicitation during the pre-proposal question period and the associated County responses.
2. Attachment No. 2 is the Proposer Submission Package in Microsoft Word Format.

All other portions of RFP No. RFP-00118 remains the same as written.

Miami-Dade County

Josh Brown

Josh Brown
Procurement Contracting Officer 2
Procurement Management Services
Internal Services Department



**Attachment No. 1
Proposed Questions and
Associated County Responses**

- Q 1.** In section 2.6, which “applicable laws, ordinances, rules and regulations” are you referring to? (Submitted: Sep 8, 2014 12:17:34 PM EDT)
- A 1.** The “applicable laws, ordinances, rules and regulations” referred to in Section 2.6 include but are not limited to any local, state, or federal laws (including ordinance, rules, and regulations) that may apply to the implementation, installation, delivery, configuration, and integration services for all components of the APC Kiosks purchased under the resultant contract. An example includes the set of rules and regulations for the Miami International Airport which can be found at www.miami-airport.com/rules_and_regulations.asp. Miami-Dade County has further rules and regulations that can be found at the following websites: www.miamidade.gov/charter or www.miamidade.gov/zoning/ordinances.asp. It is the Proposer's responsibility to make sure that they are in compliance at all times with any local, state or federal requirements.
- Q 2.** As the financial details with customers may be deemed confidential, will reference information suffice as an alternative to providing confidential contract financial award amounts? (Submitted: Sep 8, 2014 2:54:39 PM EDT)
- A 2.** As stated in section 1.3 of the solicitation, “Proposers shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential.” Per Item No. 2 of the Proposer Information section (bullet iii), the “total dollar value of the contract” is requested in relation to the Proposers experience and past performance. If the information is confidential, the Proposer may not include the value, however, the Proposer's score for this section may then be reduced.
- Q 3.** Who is responsible to provide the SSL Certificate identified in RFP Section 3.4.2? (Submitted: Sep 8, 2014 4:32:04 PM EDT)
- A 3.** Section 3.4.2 does not exist within the Solicitation. However, Section 2.4.2 does state that “All SSL security licenses must be provided by the selected Proposer on behalf of MDAD inclusive within the proposed price for the length of the contract. All interfaces through the MDAD networks shall be in compliance with MDAD standards.”
- Q 4.** Who is responsible to provide the SSL Certificate identified in the APC Technical Reference Manual Section 3.4.2? (Submitted: Sep 8, 2014 4:33:21 PM EDT)
- A 4.** Section 2.4.2 of the Solicitation states, “All SSL security licenses must be provided by the selected Proposer on behalf of MDAD inclusive within the proposed price for the length of the contract. All interfaces through the MDAD networks shall be in compliance with MDAD standards.”
- Q 5.** Several sections of the RFP refer to the potential requirement for operational changes, version controls and software change approvals. Please detail the local process requirements for seeking approval and implementing these changes. (Submitted: Sep 8, 2014 4:37:19 PM EDT)
- A 5.** Operational changes, version controls and software change requests for current operations that may have to be implemented can come from multiple sources (including MDAD, CBP, and third party entities). The selected Proposer shall submit a scope of work and price quote (unless the changes have a zero cost based on the resultant contract negotiated by the County and the selected Proposer). The SOW and quote must be reviewed and accepted by both MDAD and CBP. However, the final decision on software changes is provided by the CBP Office of Information and Technology.

Q 6. Who is responsible to provide the SSL Certificate identified in RFP Section 3.4.2? (Submitted: Sep 8, 2014 4:39:38 PM EDT)

A 6. Please refer to the response to Question No. 3 above.

Q 7. Under Section 2.6 of Solicitation RFP-00118 implementation services are to be provided. Please identify which FIS areas these services are to be provided in? (Submitted: Sep 8, 2014 4:40:39 PM EDT)

A 7. The envisioned FIS Areas are South, Central and North Terminals Passport and or Baggage Control Areas and any sterile corridors leading up to those areas.

Q 8. As described in Solicitation RFP-00118 Section 2.5, please clarify the assistance MDAD will provide for internal connectivity and external connectivity. Data and Power noted in bullet item could be construed as the room the APC's are in. Will MDAD provide internal power and data for each kiosk? Does the Assistance offered in bullet item three include procuring of external network connectivity (i.e. internet connection)? (Submitted: Sep 8, 2014 4:41:11 PM EDT)

A 8. The statement in Section 2.5 that says MDAD will provide "Assistance and support of network connectivity, implementation and setup is referring to the assistance in negotiating our firewall and working though those issues as it relates to connecting to both MDAD and CBP. It does not state that MDAD will provide external network connectivity.

The first statement in Section 2.5 clearly states that MDAD will provide Data and power connectivity to each individual APC kiosk.

Q 9. RFP Section 2.8, page 11, requires the selected proposer to be responsible for providing on-site and on-call technical support. Can MDAD please define "response time" and distinguish it from "resolution time"? We also noted that the County's preferred escalation is presented in the table; are these preferred escalation procedures or mandatory? (Submitted: Sep 8, 2014 5:44:25 PM EDT)

A 9. Response time shall be defined as the amount of time between the point of notification to the Selected Proposer from the MDAD IT Helpdesk and the initiation of technical support. Resolution time shall be defined as the amount of time from the initiation of technical support to the correction of the problem.

The escalation table provided in Section 2.8 of the solicitation is the County's preferred escalation process. Proposers are responsible for including their proposed description of technical and support services to be provided in Item No. 17 of the Proposer Information Section.

- Q 10.** RFP Section 2.8, page 11, asterisk below table, suggests a proposer's onsite technical manager. Is an onsite technical manager a mandatory requirement? Does MDAD require onsite staff support for APC operations? (Submitted: Sep 8, 2014 5:45:08 PM EDT)
- A 10.** Per Section 2.8 of the solicitation, "the selected Proposer shall be responsible for providing on-site and on-call technical support services to ensure optimal performance of the proposed kiosks, including all components." The Proposer shall propose the level of technical experience of the required onsite support personnel to meet the requirements outlined within the scope of services.
- Q 11.** Contemplating the first two questions, we note that the RFP's Section 2.10 requires the selected proposer provide certain training to airport staff that may offset or negate the needs identified in Section 2.8's table, specifically for Level 1 support. Can MDAD clarify preferences, requirements, and needs for all 3 of these RFP statements? Is MDAD open to the training of airport personnel for the "Severity levels" 1 & 2? (Submitted: Sep 8, 2014 5:46:51 PM EDT)
- A 11.** The County has provided its escalation preferences in the table within Section 2.8. Each Proposer shall provide their proposed technical support services within the Proposer Information Section (Item No. 17) which will be subject to evaluation. MDAD staff will not provide Severity level 1 & 2 responses in lieu of the vendor.
- Q 12.** Since kiosks are currently operational at the airport, can MDAD please discuss the transition process to a new vendor AND the purpose of the RFP instead of offering a sole source to the current vendor. Does MDAD have existing needs that are not being met by the current vendor? (Submitted: Sep 8, 2014 5:48:27 PM EDT)
- A 12.** There will be no transition between the existing APC Kiosk vendor and the selected Proposer for RFP-00118. The existing APC Kiosk vendor will continue to be responsible for the previously installed APC Kiosks. The existing APC kiosks are not a part of this solicitation. The selected Proposer will be responsible for the new APC Kiosks according to the Scope of Services outlined within the solicitation.
- The County does not wish to enter into a sole source contract. The resultant contract award will be made through a full and open competitive Request for Proposals process and evaluated in the manner described within Section 4.2. The existing vendor does not have exclusivity. The County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.
- Q 13.** Will MDAD consider a 3-5 day extension on the proposal due date? (Submitted: Sep 8, 2014 5:49:33 PM EDT)
- A 13.** No, the Proposal due date shall not be extended. MDAD does not believe an extension is warranted at this time.

Q 14. Section 2.4 of the RFP states “The selected Proposer must have a minimum of ten (10) APC Kiosks in a single location at an airport that is compliant with the processing of Visa Waiver Passengers at the time of proposal submission of this solicitation.” However, Section 4.2 indicates that there will be a qualitative evaluation of the proposer’s relevant experience, under which our approach would receive credit for our significant experience.

Can you please confirm that MDAD will accept a proposal and evaluate our experience on its merits and not summarily reject our bid for failing to meet the 10 kiosk criteria of Section 2.4? (Submitted: Sep 8, 2014 5:57:26 PM EDT)

A 14. The minimum qualification requirements included in Section 2.4 of the Solicitation and further defined within the Proposal Submission Package (Page 21) shall be documented by the Proposer and included with the proposal submission. Proposals received that do not meet the minimum qualification requirements shall be submitted to the County Attorney’s Office for a responsiveness review.

Attachment No. 2
Proposer Submission Package
and Price Proposal Forms

PROPOSAL SUBMISSION PACKAGE COVER PAGE
REQUEST FOR PROPOSALS No. RFP-00118
AUTOMATED PASSPORT CONTROL KIOSKS

In response to the Solicitation, Proposer shall RETURN THE ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

1. Proposal Submittal Form, Cover Page of Proposal

Complete and sign the solicitation submittal form (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in Word and is included in the Solicitation attachments.

3. Affidavits/Acknowledgements

Complete and sign the following:

Lobbyist Registration for Oral Presentation
Fair Subcontracting Practices
Subcontractor/Supplier Listing

4. Form B-1, Price Proposal Schedule

Complete the requirements therein.

**PLEASE REFER TO THE FRONT COVER OF THIS SOLICITATION
FOR ELECTRONIC SUBMISSION INSTRUCTIONS.**

PROPOSER INFORMATION

Automated Passport Control Kiosks

TABLE OF CONTENTS

The Table of Contents should outline in sequential order the major areas of the proposal. Proposers should carefully follow the order and instructions outlined below. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

Minimum Qualification Requirements

The minimum qualifications requirements for this Solicitation are as follows:

1. The successful Proposer must have a minimum of ten (10) APC kiosks in a single location operating at an airport that is compliant with the processing requirements of Visa Waiver Passengers at the time of proposal submission of this solicitation.
 - The kiosks and software must be compatible with the current CBP requirements and must meet all technical specifications set forth by the U.S. Customs and Border Protection (CBP) Document Number 3209000-TRM, version 2 titled "Automated Passport Control Service Technical Reference Manual (version 2) in Attachment No. 2. Additionally, the Proposer must satisfy all business requirements set forth in the CBP Automated Passport Control: Business Requirements (Version 15 dated April 2014) in Attachment No. 1.
 - Proposers shall provide formal documentation, in the form of a client reference letter, from the U.S. airport where the ten (10) APC kiosks are in operation and confirm that the minimum qualifications set forth above were met.

Proposer's Experience and Past Performance

1. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
2. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

4. Provide a listing of all major clients using APC Kiosks.

Must Include:

- Name of the Agency
- Name/Title of the Contact Person
- Contact Person's Phone Number
- Contact Person's E-mail Address
- Project Title, Value, Start and End dates

Key Personnel and Subcontractors Performing Services

5. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub consultants and shall include the functions to be performed by the key personnel. All key personnel shall include all partners, managers, seniors and other professional staff that will perform work and/or services in this project. The organization chart shall include assigned roles and responsibilities as required by the "Technical Support Services Chart" in Section 2, paragraph 2.8 of the solicitation.
6. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
7. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
8. Provide resumes, with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposed Approach to Providing the Services

9. Describe Proposer's Project Management methodology and recommended strategies in performing the services described in Section 2.6. The Proposer shall describe its approach to project organization and management, to include the various project states and milestones, change of Scope management, implementation and training strategies, responsibilities of Proposer's management team, and necessary Proposer and County staffing required to complete the project. A complete timeline shall be submitted as part of the Proposal.
10. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
11. Provide a project schedule identifying specific key tasks and duration for each phase of the implementation.
12. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

13. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
14. Provide a detailed description of the APC Kiosks and associated hardware being proposed. This should include all information regarding the aspects of functionality. Please provide images or diagrams to illustrate each component. Additionally, Proposer should provide the recommended life cycle of the equipment and associated components to ensure optimal performance.
15. Provide a detailed description of the Kiosk Management Software (KMS) module as outlined in Section 2.4.2. of the Solicitation. Proposer's shall include a detailed explanation how the KMS software will interface (inclusive of configuring and synchronizing data) with CBP system(s) and include a mobile component that is compatible with both android and IOS operating systems.

Provide a detailed explanation of the approach to software maintenance services, including but not limited to the Proposer's policy regarding new software releases, software upgrades, updates, patches, bug fixes, optional software features, etc. Include approximate frequency at which updates and/or upgrades are released as well as the method for deploying such updates and/or upgrades.

16. Provide a detailed description of the power components, network capability and associated requirements to be provided by MDAD per Section 2, Item 2.5 of the solicitation.
17. Provide a detailed description of Proposer's technical support services including telephone and email support, response times, escalation procedures, days and hours available, etc. per Section 2, Item 2.8 of the solicitation.
18. Provide a detailed description of the training and training materials that are offered as part of the Proposal to the County. Provide the recommended number of on-site training hours, as well as any other type of training, including, but not limited to on-line tutorials, web seminar training (if available), training documentation etc.
19. Provide a description of anything (functionality, software, or hardware) not identified in the RFP that will be required to meet the Scope of Services outlined within the Solicitation.

Provide in detail the manufacturer's warranty pertaining to the kiosk products, hardware and software. Include written material describing any optional or extended warranties available from the proposer or manufacturer, and the costs for these additional warranties.

20. Describe the key value-added features of the proposal (products or services) that differentiate the Proposer from other APC Kiosks providers.
21. Provide a description of how the Proposer will meet the County's needs for Software Escrow and the recommended third party agent.
22. Provide a detailed description of the APC Kiosks' current and future status of Wi-Fi compatibility.
23. Provide a description of any customization work required to meet the needs of this solicitation and include the associated costs within table B-5 of the Price Proposal.

24. Provide a detailed description of the Extended Warranty coverage for all hardware, equipment, and devices per section 2.9.1 of this solicitation. Explain how maintenance services will be provided for hardware/equipment/devices including the recommended maintenance schedules. This should include information regarding preventative maintenance services on equipment as well as methodologies for developing potential predictive maintenance. Only maintenance services that are included in the cost proposal being proposed to the County should be included in the response to this question. Do not include information regarding services that are provided at an additional cost.

Provide a detailed description of how the Proposer will address the County's need for on-site inventory. This should include information on quantity of items to be provided or any other information required to meet this requirement. Provide a detailed description and unit cost of the consumable materials, replacement parts and repairs as required by the APC Kiosks. Provide the minimum storage requirements for on-site inventory including consumables inclusive of size, temperature, accessibility, etc.

PROPOSED PRICING

25. The Proposer's price shall be submitted on Form B-1 "Price Proposal Schedule" in the manner required on said attached form. All pricing must include **all cost elements** being proposed. This pricing **MUST** be inclusive of all costs to meet the requirements that the Proposer has identified that they are capable of providing in their RFP response. Proposers should include a detailed description of the cost models used in the provided cost breakdown tables.

EXCEPTIONS TO TERMS:

26. Identify if Proposer has taken any exception to the terms of this Solicitation or draft form of agreement. If so, indicate what alternative is being offered and the cost implications of the exception(s). Be advised that no exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive.

FORM B-1 PRICE PROPOSAL SCHEDULE

FORM B-1 - PRICE PROPOSAL SCHEDULE**Automated Passport Control Kiosks****INSTRUCTIONS:**

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. Pricing must include **all cost elements** including, but not limited to: software licenses, equipment/devices, implementation, configuration, integration, testing, training, warranty coverage, maintenance, support, and professional support services required to meet the specifications outlined in Section 2.0 of this solicitation document.

A. PROPOSED PRICE

The Proposer shall state its price for providing all minimum and desired services as stated in Section 2.0 - Scope of Services. The pricing submitted below shall be used to evaluate Proposers.

**TOTAL PROPOSED PRICE FOR THE AUTOMATED PASSPORT CONTROL KIOSKS
OVER THE INITIAL FIVE (5) YEAR TERM:**

\$ _____

Note: A payment schedule will be negotiated with the selected Proposer based upon project milestones and deliverables (e.g., installation, County's final acceptance of deliverables, etc.)

B. BREAKDOWN OF PROPOSED PRICE

The Proposer shall provide a breakdown of the "Proposed Price" stated in Section A, above, as provided for in the tables below. Items that are not applicable shall be identified as "N/A"; items that are at no charge to the County shall be identified as "N/C". Unless otherwise indicated, the proposed prices set forth below will correspond to the initial five year contract term.

DESCRIPTION	TOTAL PRICE
Enterprise Software License Fee <i>(Please provide detailed cost breakdown in Table B1)</i>	\$
Equipment/Devices <i>(Please provide detailed cost breakdown in Table B2)</i>	\$
Testing, Configuration, and Implementation Services <i>(Please provide detailed cost breakdown in Table B3)</i>	\$
Customization Services <i>(if applicable)</i> <i>(Please provide detailed cost breakdown in Table B4)</i>	\$
Training <i>(Please provide detailed cost breakdown in Table B5)</i>	\$

DESCRIPTION	TOTAL PRICE
Miscellaneous Costs / Fees (Please provide a detailed cost breakdown in Table B6)	\$
Extended Warranty for Hardware / Equipment / Devices (Please provide a detailed cost breakdown in Table B7)	\$
Escrow Services (Please provide a detailed cost breakdown in Table B8)	\$
Software Maintenance and Technical Support Service Fees (Please provide a detailed cost breakdown in Table B9)	\$
*Total Proposed Price:	\$

*** Note: Total Proposed Price shall be equal to the Proposed Price stated in Section A above.**

TABLE B1: PRICE BREAKDOWN FOR PROPOSED SOFTWARE APPLICATION	
Perpetual Enterprise License - Unlimited Kiosks / Users	\$
Total for Software License:	\$

TABLE B2 : PRICE BREAKDOWN FOR EQUIPMENT/DEVICES			
Description	Quantity	Unit Price Per Kiosk	Total (Unit Price x Quantity)
Phase I – APC Kiosks	36		\$
Phase II – APC Kiosks	36		\$
Phase III – APC Kiosks	36		\$
Phase IV – APC Kiosks	36		\$
Total for Equipment/Devices:			\$

TABLE B3 - PRICE BREAKDOWN FOR TESTING, CONFIGURATION, AND IMPLEMENTATION SERVICES	
Description/Milestone	Price
	\$
	\$
Total for Testing, Configuration, and Implementation Services:	\$

TABLE B4 - PRICE BREAKDOWN FOR CUSTOMIZATION <i>(if applicable)</i>	
Description/Milestone	Price
	\$
	\$
	\$
Total for Customization:	\$

TABLE B5 - PRICE BREAKDOWN FOR TRAINING SERVICES	
Description/Milestone	Price
	\$
	\$
Total for Training Services:	\$

TABLE B6 - PRICE BREAKDOWN FOR MISCELLANEOUS COSTS	
Description/Milestone	Price
	\$
	\$
Total for Miscellaneous Costs:	\$

TABLE B7 - PRICE BREAKDOWN FOR EXTENDED WARRANTY FOR HARDWARE / EQUIPMENT / DEVICES <small>(Inclusive of Extended Warranty, Consumables, Repairs, and Replacement Parts per Section 2.9.1 and 2.9.2 of the solicitation)</small>	
DESCRIPTION	Annual Fees
Extended Warranty and associated items (Contract Year 1)	\$
Extended Warranty and associated items (Contract Year 2)	\$
Extended Warranty and associated items (Contract Year 3)	\$
Extended Warranty and associated items (Contract Year 4)	\$
Extended Warranty and associated items (Contract Year 5)	\$
Total for Initial Term of Extended Warranty and associated items:	\$

TABLE B8 - PRICE BREAKDOWN FOR SOFTWARE ESCROW SERVICES

Description/Milestone	Annual Fee
Software Escrow Service Fees – Year 1	\$
Software Escrow Service Fees – Year 2	\$
Software Escrow Service Fees – Year 3	\$
Software Escrow Service Fees – Year 4	\$
Software Escrow Service Fees – Year 5	\$
Total for Escrow Service Fees:	\$

TABLE B9 - PRICE BREAKDOWN FOR SOFTWARE MAINTENANCE AND SUPPORT SERVICES

DESCRIPTION	Annual Fees
Software Maintenance and Technical Support Services Fees (Contract Year 1)	\$
Software Maintenance and Technical Support Services Fees (Contract Year 2)	\$
Software Maintenance and Technical Support Services Fees (Contract Year 3)	\$
Software Maintenance and Technical Support Services Fees (Contract Year 4)	\$
Software Maintenance and Technical Support Services Fees (Contract Year 5)	\$
Total for Initial Term of Software Maintenance and Support Services:	\$

C. OPTIONAL PRODUCTS/SERVICES

The Proposer shall state its price for providing all Optional Products and Services as provided for in the tables below. **These prices should not be included in the Proposer's Total Proposed Price.** Unless otherwise negotiated by County and selected Proposer, these rates will remain in effect for the duration of any contract issued as a result of this RFP, including all option-to-renew periods and extensions exercised by the County.

C1. OPTION-TO-RENEW (OTR) PRICE BREAKDOWN FOR EXTENDED WARRANTY FOR HARDWARE / EQUIPMENT / DEVICES (Inclusive of Extended Warranty, Consumables, Repairs, and Replacement Parts per Section 2.9.1 and 2.9.2 of the solicitation).

Description	Annual Fees
Extended Warranty and associated items (Contract Year 6)	\$
Extended Warranty and associated items (Contract Year 7)	\$
Extended Warranty and associated items (Contract Year 8)	\$
Extended Warranty and associated items (Contract Year 9)	\$
Extended Warranty and associated items (Contract Year 10)	\$
Total for Years 6-10 of Extended Warranty and associated items:	\$

C2. OPTION-TO-RENEW (OTR) SOFTWARE MAINTENANCE AND SUPPORT SERVICES

Description	Annual Fees
Software Maintenance and Technical Support Service Fees Year 6	\$
Software Maintenance and Technical Support Service Fees Year 7	\$
Software Maintenance and Technical Support Service Fees Year 8	\$
Software Maintenance and Technical Support Service Fees Year 9	\$
Software Maintenance and Technical Support Service Fees Year 10	\$
Total for Software Maintenance and Support Services Fees (Years 6-10):	\$

C3. OTR SOFTWARE ESCROW FEES

Proposer must provide the cost to the county for depositing the Solution with a third party software escrow agent.

Description	Annual Fees
Software Escrow Agreement Fees <i>Contract Year 6</i>	\$
Software Escrow Agreement Fees <i>Contract Year 7</i>	\$
Software Escrow Agreement Fees <i>Contract Year 8</i>	\$
Software Escrow Agreement Fees <i>Contract Year 9</i>	\$
Software Escrow Agreement Fees <i>Contract Year 10</i>	\$
Total for Software Maintenance & Support Services Fees (Years 6-10):	\$

C4. OPTIONAL EQUIPMENT/ DEVICES

Product Description	Unit Cost Per Item
	\$
	\$
	\$
	\$
	\$
Total for Optional Equipment:	\$

C5. OPTIONAL PROFESSIONAL SERVICES

Proposers are requested to provide pricing for optional professional services outside of the Scope of Work that may be required by the County during the term of the resultant contract. Additional positions may be added as applicable to the nature of the work to be performed.

Service	Proposed Hourly Rate
Project Manager	\$
Programmer	\$
Trainer	\$
On-Site Training (Per Day)	\$
	\$
Total for Optional Professional Services:	\$

Note: Compensation to the selected Consultant for Optional Professional Services shall be based on the projects assigned. The selected Proposer shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project.



miamidade.gov

**INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES**
111 NW 1ST Street • Suite 1300
Miami, Florida 33128 - 1974
Telephone: 305-375-4725
Fax: (305) 375-5688

**RFP-00118
ADDENDUM NO. 2**

DATE: September 22, 2014

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: RFP No. RFP-00118: Automated Passport Control (APC) Kiosks

This Addendum No. 2 becomes a part of Request For Proposals (RFP) No. RFP-00118 entitled: Automated Passport Control (APC) Kiosks.

1. RFP-00118 for Automated Passport Control (APC) Kiosks was initially advertised on September 3, 2014. The Proposal due date was Friday, September 19, 2014 at 6:00pm (Local Time). Due to technical problems associated with the servers supporting the BidSync website, proposals were not able to be uploaded prior to the submission deadline.
 - RFP-00118, entitled Automated Passport Control (APC) Kiosks due date is **Wednesday, September 24, 2014 at 6:00 PM (Local Time)**. There will be no additional time granted for a second question and answer period.

All other portions of RFP No. RFP-00118 remains the same as written.

Miami-Dade County

Josh Brown

Josh Brown
Procurement Contracting Officer 2
Procurement Management Services
Internal Services Department



Question and Answers for Bid #RFP-00118 - Automated Passport Control Kiosks

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Sep 22, 2014 4:30:00 PM EDT