

Date: January 21, 2026

Agenda Item No. 8(P)(6)

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor



Subject: Recommendation for Approval to Award a Non-competitive Legacy Contract for Atlas Innovative Electronic Designs (IED) Software Maintenance and Support

Summary

This item is for the purchase of software maintenance and support for the Atlas Innovative Electronic Designs (IED) public address system (System) for the Miami-Dade Aviation Department (MDAD). Miami International Airport (MIA) has an AtlasIED System that is deployed throughout the airport in 10 similar concourse System locations. The System broadcasts routine flight announcements, public service announcements, and courtesy announcements, as well as any required life safety emergency announcements throughout the airport. Miami-Dade County is mandated, by the National Fire Alarm and Signaling Code 72, to have an emergency communications system installed within MIA. IED Support Services, LLC is the manufacturer's sole service provider of the required software maintenance and support that is essential to use and maintain the System.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for a non-competitive contract pursuant to Section 2-8.1(b)(2) of the Miami-Dade County Code (Code) and approve award of *Contract No. L-10488, IED Software Maintenance and Support*, to IED Support Services, LLC in the amount of \$730,000 for a five-year term for MDAD. This contract will replace *L9441-0/25*, approved under delegated authority in the amount of \$222,961 on August 31, 2021.

Background

This contract provides for extended warranty, maintenance, service, and licensing for the software and hardware essential to use and maintain the System. Miami-Dade County is mandated, by the National Fire Alarm and Signaling Code 72, to have an emergency communications system installed within MIA. The System provides real-time information to all MIA occupants and personnel in the immediate vicinity of building emergency situations. The System also broadcasts routine flight announcements, public service announcements, and courtesy announcements throughout the airport.

The County is in the process of gradually upgrading from the existing IED 500 System to the IED GlobalCom System, as approved by the Board under Resolution No. R-927-22 in the amount of \$5,684,000. This upgrade involves replacing core components of the current system with advanced, compatible parts that will enhance the usability and audio quality of the system. The vendor will transition from the IED 500 System to the IED GlobalCom System by regularly transferring configuration data until the upgrade is complete. During this transition period, the County will require the vendor to provide ongoing software maintenance and support services on an annual basis to ensure continuity and minimize disruption. Certain existing system components at MIA are expected to remain operational for up to two years after commencement of the upgrade.

Competition is not practicable at this time, as this proprietary hardware and software are the property of the manufacturer and is protected by multiple patents, of which IED Support Services, LLC is the manufacturer's sole service provider of the required extended warranty, maintenance, service, and licensing for the hardware and software. Market research revealed that while similar IP-based mass transportation public address systems may be available from other vendors, replacing such a large and integrated system would be cost prohibitive, estimated at \$20,000,000. Given the significant costs to replace the System, it would not be practical or economically beneficial to replace the system now when

the current System, after the upgrades, will continue to perform as required. Originally deployed in 2004, the System has been enhanced and is projected to remain functional with upgrades for an additional 15 to 20 years.

The availability and feasibility for competition will be continually monitored to ensure the need for future legacy purchases is reduced or eliminated as soon as practicable. Various hardware, parts, and repair services are competitively procured from manufacturer-authorized firms. Accordingly, it is in the County's best interest to award this legacy contract pursuant to Section 2-8.1(b)(2) of the Code to purchase required software maintenance and support to maintain the System.

Scope

Miami International Airport is located within District 6, which is represented by Commissioner Natalie Milian Orbis; however, the impact of this item is countywide.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$730,000. The current contract is valued at \$222,961 for a four-year and six-month term and expires on February 28, 2026. The annualized allocation under the proposed contract is higher than the current contract due to an increased volume of equipment requiring maintenance and changes in the contract scope. These changes include revised warranty terms and new service fees for out-of-warranty support, such as remote assistance and emergency onsite services. In addition, market conditions have impacted costs whereby the Consumer Price Index increased by approximately 24 percent since the current contract was established in 2021.

Department	Allocation	Funding Source	Budgeted	Contract Manager
MDAD	\$730,000	Proprietary Funds	FY 2025-26 Adopted Budget, Volume 3, Page 199, Contractual Services	Sylvia Novela
Total	\$730,000			

Track Record/Monitor

Marie Williams of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the Code and Implementing Order 3-38.

Vendor Recommended for Award

Pursuant to Resolution No. R-477-18, the recommended vendor does not have a local address as the services required are not available from local firms.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Innovative Electronic Designs Support Services, LLC	9701 Taylorsville Road Louisville, KY	None	0	John Ivey
			0%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

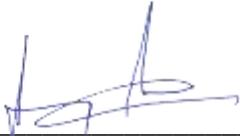
Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Pursuant to Resolution No. R-252-25, extensive efforts were made to identify any potential piggybacking opportunities prior to considering a non-competitive acquisition as a last resort. The recommended vendor was not identified on any active contracts that meet the scope of services required by the County. There are no comparable competitive contracts that could be accessed as IED Support is the proprietary manufacturer and sole source maintenance and technical support service provider for the MIA's existing IED System, and no other vendor can provide the maintenance, and technical support.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage Ordinance does not apply.



Jimmy Morales
Chief Operating Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(6)

Please note any items checked.

- “3-Day Rule” for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- No committee review**
- Applicable legislation requires more than a majority vote (i.e., 2/3’s present , 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(6)
1-21-26

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF NON-COMPETITIVE LEGACY CONTRACT NO. L-10488, IED SOFTWARE MAINTENANCE AND SUPPORT, TO IED SUPPORT SERVICES, LLC IN THE AMOUNT OF \$730,000.00 FOR A FIVE-YEAR TERM FOR THE MIAMI-DADE AVIATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board authorizes the award of a non-competitive legacy contract pursuant to section 2-8.1(b)(2) of the Miami-Dade County Code to IED Support Services, LLC in the amount of \$730,000.00 for a five-year term for Contract No. L-10488, IED Software Maintenance and Support, in substantially the form attached hereto and made a part hereof, for the Miami-Dade Aviation Department.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, including any cancellation, or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

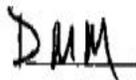
The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of January, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



David M. Murray

IED Software Maintenance and Support
Contract No. L-10488

THIS AGREEMENT for the provision of Innovative Electronic Designs (IED) software maintenance and support, made and entered into as of this _____ day of _____ by and between IED Support Services, LLC, a corporation organized and existing under the laws of the State of KY, having its principal office at 9701 Taylorsville Road, Louisville, KY 40299 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor have agreed to establish this Agreement for IED software maintenance and support from the Contractor to the County, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

WHEREAS, the Contractor desires to provide to the County such services 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

Any or all of following words and expressions may be used in this Agreement and, if so, shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The acronym "ACS" to mean the Announcement Control System that manages the delivery of announcements, messages, or alerts across independently operating Public Adress Systems.
- c) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
- d) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto.
- e) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- f) The word "Contractor" to mean IED Support Services, LLC and its permitted successors.
- g) The word "Days" to mean calendar days.
- h) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- i) The words "Developed Works" to mean 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.
- j) The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.
- k) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.

- l) The acronym "MDAD" to mean Miami-Dade County Aviation Department.
- m) The acronym "PAS" to mean the Public Adress System within each individual terminal and concourse for making announcements.
- n) words "Produced in the United States" to mean shall mean with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
- 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 "Service" or "Services" to mean the provision of software maintenance and support services in accordance with the Scope of Services.
- r) The word "Subcontractor" or "Subconsultant" 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 word "Work" or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

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) Articles 1 through 52, 2) Appendix A, and 3) Appendix B.

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 terms "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 Project Manager.
- e) The terms "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 Project Manager.
- f) 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 the 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 Work 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 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 necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement 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 identified on the first page of this Agreement, and shall continue through the last day of the 60th month, thereafter. The County may extend this Contract for up to an additional 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, and upon approval by the Board of County Commissioners (the "Board").

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: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager:

Miami-Dade County
 Department
 Attention: James Woodward
 Address: 4200 NW 36th Street, Miami, FL 33166
 Phone: (305) 876-7505
 E-mail: jwoodward@flymia.com

and

- b) to the Contract Manager:

Miami-Dade County
 Strategic Procurement Department

Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

Contractor Name: IED Support Services
Attention: Charles Kowalczyk
Address: 9701 Taylorsville Road, Louisville, KY 40299
Phone: 502-267-7436 (O) 502-287-7436 (M) 270-206-8786 (alt M)
E-mail: Charles.Kowalczyk@AtlasIED.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 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.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. 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 (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or 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 Trust.

In accordance with Miami-Dade County Implementing Order No. 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 electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to payables@miami-airport.com; or
- Hard copy format mailed to and bill to:

Miami-Dade County Aviation Department
 PO Box 526624
 Miami, FL 33152-6624
 Attention: Accounts Payable

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend 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 Strategic Procurement Department, certificate(s) 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** coverage of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. **Miami-Dade County must be listed as an additional insured for this coverage.**
- C. **Professional Liability Insurance** with a minimum coverage of \$1,000,000 per claim.
- D. **Cyber Liability Insurance** with coverage of no less than \$1,000,000 per claim, which must include Network Security.

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 by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized

or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami Dade Aviation Department
Attention: Risk Management Division
PO BOX 025504
Miami, FL 33102-5504**

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 certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five 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 assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work 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 Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work 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 all claims, suits, actions, damages, and costs (including attorneys' 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 always agrees that it will employ, maintain, and assign to the performance of the Work 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 Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.

- 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 12. EMPLOYEES OF THE CONTRACTOR

All persons performing services on behalf of the Contractor pursuant to this Agreement shall be, at all times, employees or subcontractors of the Contractor performing services under its sole direction and not employees or agents of the County. The Contractor reserves the right to use its own employees and Contractor-certified subcontractors and integrators, to provide maintenance and support services at service locations. Miami-Dade County may notify Contractor in writing of any employees or subcontractors it deems careless, incompetent, insubordinate, or otherwise objectionable, and the reasons therefor. After receiving such notice, Contractor shall have twenty-four (24) hours to cure such reasons, and if not capable of being cured, shall remove the subject employee or subcontractor from performing services. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work 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 performed or Services provided pursuant to this Agreement shall always, 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 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the 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; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties 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 the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (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 regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement 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.

- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. 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 the 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 such defense or settlement costs from the Contractor.

ARTICLE 16. 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 Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three 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 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 within five business days of the Commission Auditor's request. 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 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified in the Scope of Services, 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. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 19. 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 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes 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, omissions, 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 Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work 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 Work to be performed. Such Work 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 Work 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 Work 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 Subcontractor 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 21. 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 22. 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 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or

- (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County with thirty (30) days written notice to Contractor. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also 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 pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting 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 Code.
- 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
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, 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.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services 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; or
 - viii. the Contractor fails to comply with Article 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work 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 Work 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 and/or material breach 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 Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "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, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, 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 27. 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 28. 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 for 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) 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 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "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 (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its 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 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 30. 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 Developed Works shall become the property of the County. If any such Developed Works use any of Contractor's Pre-existing Work, defined as any of Contractor's rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications, and other documentation existing prior to the execution of this Agreement, Contractor hereby grants the County a revocable, non-exclusive license to use such Pre-existing Work solely in connection with the Developed Works.
- 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 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. 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**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a 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 obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of 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) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- b) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
- c) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- d) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- e) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- f) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- g) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- h) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or

fraudulent claims against Miami-Dade County.

- i) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- j) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Any other laws prohibiting wage rate discrimination based on sex.
- o) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "i" through "n" above.

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), and permit(s) 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 34. 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, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income.

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 35. 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, Deliverables 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 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 regarding remedying the situation.

ARTICLE 36. 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 Work 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 Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County may 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 38. 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 in Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP): NOT APPLICABLE**ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES**

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 41. FORCE MAJEURE

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods, or acts or decisions of the Federal Aviation Administration, the Department of Transportation, the Transportation Security Administration, or the Environmental Protection Agency. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

In the event of any delay resulting from such causes and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in subsection above, the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, 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 Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF 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 CSSF provided that CSSF provides qualified candidates, if any, for Contractor's consideration within 24 hours of receiving notice of the vacancy from Contractor.. If no suitable candidates have been timely provided to Contractor by CSSF, or if none 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 CSSF 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 by employees injured by the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring 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) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1ST STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 44. ADDITIONAL PRODUCTS AND/OR SERVICES

Additional products and/or services related to this Contract for which the Contractor is the proprietary provider or sole authorized reseller/distributor may be purchased during the term of the Contract. In the event the County wishes to purchase such additional items, a County representative will contact the Contractor to obtain a price proposal for the additional items. In the event that the County opts to proceed with the purchase, an amendment will be mutually agreed upon by the parties and executed in writing.

ARTICLE 45. ALLOWANCE ACCOUNT

A general allowance account of ten percent (10%) of the contract amount is established in the total not-to-exceed amount of \$66,364 to pay for travel costs and travel-related expenses in accordance with Article 7 and the as needed purchase of additional products and/or services in accordance with Article 44 herein.

Allowance Account expenses shall be approved by the County in advance and authorized by a purchase order. Any portion of the aforementioned not-to-exceed amount for which payment is not authorized in writing by the Project Manager shall remain the property of the County. The Contractor shall have no entitlement to any of these funds. The County retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this account remain the property of the County. When Service is to be performed under the Allowance Account, if any, it shall be integrated into the Agreement as a part of the Agreement as awarded.

ARTICLE 46. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at <http://www.uscis.gov/e-verify>.

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 47. TRUST AGREEMENT

Incorporation of Trust Agreement by Reference: Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that, the provisions of the Amended and Restated Trust Agreement dated as of the 15th day of December, 2002 as amended from time to time, by and between the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-trustee ("the Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

The Amended and Restated Trust Agreement link: <https://www.miami-airport.com/library/pdfdoc/Propertise/Amended%20and%20Restated%20Trust%20Agreement%202002.pdf>

Adjustment of Terms and Conditions: If, at any time during the term or any extension thereto, as applicable, of this Agreement, a court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the County by the Lessee or by other Lessees under other Agreements of the County for the lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment of rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.

ARTICLE 48. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

By entering into this Contract, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Contractor; or c) the Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)-(c) of Section 287.138, F.S. The affirmation by the Contractor shall be in the form attached to this Contract as Entities of Foreign Countries of Concern Prohibited Affidavit. This Contract shall not be effective unless and until Contractor executes such Affidavit.

ARTICLE 49. FEDERAL AVIATION ADMINISTRATION (FAA) SPECIAL PROVISIONS

A. General Civil Rights Provisions

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
11. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

C. Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so

certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- D. All Contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division
- E. All Contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- F. Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

ARTICLE 50. MIAMI-DADE COUNTY UNITED STATES SOCCER FEDERATION 2026 WORLD CUP

The terms of this Contract are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018 pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Contract, the Contractor shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Contractor's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to the Contractor, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Contractor shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Contractor shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Contractor does not elect to terminate this Agreement within the time specified herein, this Contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

ARTICLE 51. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

All purchases of Cybersecurity Products shall abide by [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, *titled* Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

- a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;
- b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, is not consistent with the best interests of the public; or
- c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Public Law 115-232](#), as that list may be amended from time.

Contractor's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

ARTICLE 52. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section [787.06](#), Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 53. 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.

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: Charles A. Kowalczyk
(Signature)

Name: Charles A. Kowalczyk

Title: Director of Support Services

Date: August 13, 2025

Attest: [Signature]
Corporate Officer

By: _____
(Signature)

Name: Daniella Levine Cava

Title: Mayor

Date: _____

Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

1. Background

Miami International Airport (MIA) has an Innovative Electronic Designs (IED) public address system that is deployed throughout the airport in 10 similar concourse ACS locations. The PAS broadcasts routine flight announcements, public service announcements and courtesy announcements as well as any required life safety emergency announcements throughout the airport.

The County intends to gradually upgrade components of the PAS from the existing IED 500ACS to the IED GLOBALCOM System, by concourse node during the term of this Agreement. Therefore, the County will require the original equipment manufacturer, IED Support Services, LLC, as the sole provider of extended warranty, maintenance, service, and licensing for software and hardware, to provide software maintenance and support services during this transition and accommodate the system upgrade on a yearly basis. MIA has existing IED components that are anticipated to remain operational until their failure or replacement.

2. Definitions, Acronyms and Abbreviations

a.	ACS	Announcement Control System. This is the IED product that does the audio routing at each of the PAS locations in the system.
b.	AODB	Airport Operating Data Base
c.	DHS	U.S. Department of Homeland Security
d.	EMD	Electronic Maintenance Department
e.	FAA	U.S. Federal Aviation Administration
f.	FAS	Flight Announcement System
g.	GCK	GLOBALCOM
h.	PAP	Platinum Assurance Plan
i.	MDAD	Miami Dade Aviation Department
j.	MIA	Miami International Airport
k.	PAS	Public Address System
l.	PDRP	Permanent Digital Record and Playback
m.	PSA	Public Service Announcement
n.	TCAS	Text To Speech Courtesy Announcement System
o.	TSA	Transportation Security Administration an agency of U.S. Department of Homeland Security

3. Scope of Services

Contractor shall furnish all labor, equipment, and materials necessary to perform the Services unless otherwise stated in this Agreement. When timely notified by the County of a service disruption or equipment failure, Contractor will work with the County to return the equipment to normal operation as outlined in this Agreement.

4. Volume of Services

The County and Contractor understand that, if the volume of Services that Contractor will be required to perform under this Agreement are in excess of that usually and customarily required within the scope of the equipment, as indicated in Schedule 1 – Schedule of Covered Systems and Components, to be maintained, Contractor’s obligation is to use its best effort to perform such Services.

5. Extended Warranty

Contractor shall extend the manufacturers' warranty for all products included in the Schedule 1 - Schedule of Covered Systems and Components for the term of this Agreement, unless specifically noted as not eligible therein. Conditions not covered under the original manufacturer's warranty are not covered under the extended warranty. Replacement products supplied by Contractor are included in this extended warranty.

6. Software Maintenance and Support Services

Software maintenance and support services will be provided by the Contractor to the County for the existing ACS software version(s) that supports the IED GLOBALCOM System that currently serve MIA including FAS software, PDRP Library software, 8000 software, monitor test software, ambient analysis software, and ACS software; Note: This is legacy system software support. Support of this software will cease after final acceptance of fully functional GLOBALCOM System that is

without any dependency or interface to the legacy system software.

The following are the basic components or features of the software and support services to be provided by the Contractor:

- A. System Support - Unlimited, unconditional, priority (1-hour response), 24/7/365 technical support. A dedicated number 1-877-433-4335 for 24/7/365 access to IED remote systems support technicians. Support shall include telephone, e-mail, and network support response.
- B. Prompt service for life safety issues provided by IED certified technicians/contractor.
- C. Hardware Support - Extended maintenance, service, and warranty for new IED components. Includes priority early-AM overnight (as needed) advance hardware replacement.
- D. System Health Checks - Annual on-site inspections by IED technicians with a documented status report.
- E. Software Support - Software updates (patches) as needed for optimal functionality, upgrades, and licensing for the term of the Agreement.
- F. Security Updates – Monthly Windows OS security updates on applicable manufacturer-provided GLOBALCOM servers.
- G. IED Product Licensing - IED hardware and software product licensing.
- H. Technical Training - Recurring technical training at IED University (4 seats annually) for Miami-Dade County and MDAD staff.
- I. Message Library - Free access to IED's multi-lingual PSA, TSA and FAS message libraries.
- J. Custom Messages -12 annual custom PSAs (English and Spanish only). Standard IED voice talent. Other languages may be provided on an additional cost basis.

7. On-Site Inspections and System Health Check

An initial technical system health check of all IED Systems will be conducted by IED technicians to ensure that the designed features of the software are functional and included. The results of the initial check will establish a baseline of functionality. Should IED find hardware issues that, in IED's opinion needs attention, IED will inform MDAD and will, if the hardware issue(s) can be addressed with minor maintenance, perform such maintenance. A detailed System Health Check report will be submitted to MIA highlighting IED's findings, recommendations, and maintenance performed. Annually, IED will visit MIA to ensure the integrity of the aforementioned baseline functionality and identify and address any other software related issues. On-site visits/inspections will occur during years one (1), three (3) and five (5).

8. Custom Designed Technical Training

During the term of this Agreement, the County is required to maintain a trained technical staff at MIA that will be the first line responders on all service and maintenance issues with IED's assistance. The County shall maintain a minimum of 2 technical staff members at MIA, on a yearly basis. The County will provide first line responders as it deems necessary or advisable. MIA may send up to two MIA technicians/staff for each training session during years one (1) and three (3). Scheduling for training will be by mutual agreement. IED will provide all lodging, ground transportation, meals, and training materials at no additional cost to the County.

Annual training will be provided by the Contractor to the County-designated personnel and will include at a minimum the following:

- A. Specific, custom curriculum designed for the GLOBALCOM technology used at MIA, conducted at IED training facility yearly for the contract term (note specific curriculum and agenda to be developed pursuant to acceptance of the PAP).
- B. Training will be designed to train the MIA's first line responders, to include, but not be limited to:
 1. Familiarity with IED equipment and systems and the use of parts, and materials to restore performance thereof to the designed function in the event of any audio control system breakdown where the audio/video control system is unable to perform its designed function.
 2. Repair and maintenance of system, including replacement of related components, parts and appurtenances that have failed, or no longer perform reliably.
 3. Assist in software upgrades, patches and/or software uploads to remedy related issues.

9. MDAD Yearly Plan Election Options by PAS

As described within this Agreement, the County intends to upgrade components of the MIA PAS during the term of this Agreement. Depending upon the year of the plan, there will be different coverage election options, based on system type, for each year as follows. The County shall determine the appropriate coverage option for each PAS.

A. IED Plan Election Options by PAS:

1. Type #4 Overlay

A Type #4 Overlay System is a new IED GLOBALCOM System that includes the Years 1, 2 and 3 of OEM factory warranty plus a comprehensive "Overlay" assurance plan that includes:

- a) Complete 24/7/365 hardware and software systems support including product licensing.
- b) IED product licensing.
- c) Microsoft OS product licensing and security updates.
- d) Annual system status site review and report.
- e) Semi-Annual site and virtual factory training.
- f) Access to all existing multilingual TSA, FAA, and DHS PSA libraries, all existing multilingual FAS libraries
- g) 12 annual custom English and Spanish MIA PSAs.
- h) A comprehensive hardware EMD testing lab and initial provisioning spare parts at first PAS update. Note: MDAD shall be responsible for the purchase and the cost of spare parts of this EMD testing lab and initial provisioning of spare parts, via a separate County contract.

2. Type #4 Reduced (Hardware) Scope

A Type# 4 System is a new IED GLOBALCOM System in Years 4 and 5 that includes all benefits of the above Type #4 Plan, except as noted below:

- a) MIA shall provide Level 1 and Level 2 hardware site support (with IED remote support);
 - i. Level 1 Support shall be defined as repair or replacing field devices including speakers, speaker cables, microphones, microphone cords, microphone stations, ambient noise cables and ambient noise sensors.
 - ii. Level 2 Support shall be defined as repairing or replacing modular power amplifier cards or power amplifier mainframes.
 - iii. A comprehensive hardware EMD testing lab and spare parts shall be maintained at MIA, and MDAD shall be responsible for the cost of spare parts required.
- b) IED shall provide Level 3, critical life safety emergency 24/7/365 hardware support.

10. Warranty Replacement Parts

Upon The County's timely notification of any equipment malfunction, Contractor shall with the assistance of the onsite trained first line responder, determine if the equipment/part is defective. If the equipment is found to be defective, the Contractor must either identify an on-site spare or arrange for a priority advance hardware replacement overnight. Replacement parts should not be unreasonably withheld from being sent to MDAD.. Replacement parts become the property of the County and inoperative parts become the property of and shall be returned to Contractor at no additional cost to the County.

11. Service Period for On-Site Services

If Contractor, at its sole discretion, and at no additional cost, determines that on-site Service at the County's facilities is necessary, Contractor shall provide on-site services to the County during regular on-site service hours of 8:00 AM and 5:00 PM, EST, exclusive of Saturdays, Sundays, and national holidays. Contractor will have a support technician arrive at the County's facilities within forty-eight (48) hours, excluding Saturdays, Sundays and national holidays, during regular on-site service hours.

12. Priority Telephone Technical Support

Contractor shall provide priority technical telephone support within one (1) hour of receiving telephone notification from the County of equipment malfunction. This priority support shall be available, in English, 24/7/365. Contractor's technical support representative will attempt to resolve the County's issue over the telephone, arrange for replacement parts if necessary, and coordinate emergency on-site service, as required by the County. The County will maintain VPN remote access to IED servers/processors to facilitate 24/7/365 one (1) hour response time.

13. Emergency On-Site Service

Emergency on-site service shall be performed outside of regular on-site service hours when the absence of Services outside of regular on-site service hours may result in the absence of required life safety functions and no alternative solution is available. Emergency on-site service will be performed by an IED certified integrator of Contractor's sole choice, and/or a Contractor support technician when all of the following conditions are met:

- a) The County notifies Contractor by telephone or email of an operational failure of covered Equipment.
- b) The County cooperates with Contractor support technician over the telephone or email in determining the cause of the problem and in attempts to resolve the problem.
- c) As directed by Contractor, the trained and qualified onsite First Line Responder(s) attempt to adjust, modify, or replace the failed Equipment with Equipment on site at the County's facilities or equipment provided by Contractor.
- d) Contractor, at its sole discretion may then choose to use an IED Certified Integrator to perform Emergency On-site Services for resolution of service issues. Should the use of an IED Certified Integrator not resolve the issue(s) within forty-eight (48) hours, then an IED support technician will be dispatched for resolution; and
- e) Contractor and the County determine the problem as reported cannot be resolved without a Contractor on-site visit to the County's Facilities.

If Contractor and the County determine emergency on-site service is warranted and that facilities' operations will not support required Life Safety Functions (such determination not to be unreasonably withheld), Contractor will use its best efforts to place a technician on-site at the County's facilities within twenty-four (24) hours, at the Emergency Onsite Services Rate specified in Appendix B. If Contractor and the County determine urgent on-site service is warranted but that Facilities' operations do not impact required Life Safety Functions (such determination not to be unreasonably withheld), Contractor will place a technician on-site at the County's Facilities within forty-eight (48) hours, at no additional cost. In all cases, Contractor will attempt to place a technician on-site at the County's facilities within seventy-two (72) hours.

14. Annual Inspection

Contractor shall provide semi-annual inspections of the Equipment during years one (1) three (3) and five (5) while this Agreement is in force; however, in some cases, a System Health Check will be required prior to the commencement of the Agreement but in all cases within 180 business days after the commencement date of the Agreement. The semi-annual inspection may be performed either on a single visit to the County's Facilities or on multiple visits. During the semi-annual inspection and System Health Check, Contractor shall confirm the version and update status of all Equipment, including but not limited to system servers, system dependent computers and other system hardware. Contractor shall install any pertinent Equipment software updates, either on-site or remotely.

15. County's Modifications to Equipment

If the County, with Contractor's prior written approval, causes modifications or interconnections to be made or accessories, features, or attachments added to the Equipment, then Services shall be furnished with respect thereto only on mutual agreement between Contractor and the County and the total scope of service and pricing shall be adjusted accordingly, through written amendment executed by both parties.

16. Non-Covered Equipment

Contractor is not obligated to maintain, repair, service, replace, operate or provide any other Services or assure the operation of any device, system, property, network and/or any other such non-covered equipment that is expressly listed in Schedule 1.B attached herein.

17. Contractor's Modifications to Equipment

As part of providing Services hereunder, IED-sponsored modifications may be made to the Equipment by Contractor. The County shall provide time, if required, and ready access for Contractor's personnel to the Equipment upon notification from

Contractor that such modifications are ready to be made. The time required shall be mutually agreed upon by the County and Contractor and shall be in addition to the regular on-site service hours.

18. Title to Tools and Spare Parts

Title to all maintenance tools and Contractor provided spare parts shall remain with Contractor, except that upon installation of parts into the County-owned equipment, title to such parts shall pass to the County.

19. County Obligations

A. The County Supplied Broad Band Internet Access

In order for Contractor to perform the functions required under this Agreement it will require an internet connection to the systems covered by this Agreement. The County shall supply to Contractor a broad band internet access port, and/or access to said port, for Software and diagnostic support of the System. Any firewall equipment required by this access will be supplied by the County unless otherwise noted. This high-speed access will be at no charge to Contractor. Dial up modem support is not acceptable.

B. Storage Space and Utilities

If onsite Service or part storage is required, the County shall provide, free of charge and with ready access, storage space for maintenance tools and spare parts, working space, heat, light, ventilation, electric current, outlets, and high-speed internet access for the use of Contractor's Service personnel.

C. Notice of Equipment Failure

The County shall notify Contractor's Service personnel immediately upon Equipment failure or indication of System faults and shall allow Contractor full and free access to the Equipment and the use of necessary data communications facilities and equipment at no charge to Contractor, subject to the County's security rules.

D. Maintenance of Facilities

The County will maintain the facilities identified herein in accordance with the specifications established by IED including that the location of all IED Equipment is kept clean dust free, and environmentally (connected to the HVAC system of the Facility) controlled throughout the term of Agreement.

E. County's Maintenance Efforts

The County's personnel shall not perform Services, including maintenance or attempted repairs, to the Equipment while such Equipment is being serviced under this Agreement, except as specified and approved in advance and in writing by Contractor or as directed by a Contractor support technician.

F. County Modifications to Equipment

The County shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Equipment being serviced by Contractor under this Agreement without Contractor's prior written approval. Notwithstanding the above, the County shall be entitled to make mechanical and electrical connections to the Equipment without Contractor's prior approval, provided, that if such connections interfere with the normal operation of the Equipment in a manner which increases or creates a safety hazard, the County agrees to remove such connections promptly upon notice from Contractor.

G. Equipment Software Updates and Upgrades

The County agrees to install all updates and upgrades to Equipment software when such updates and upgrades are shipped or otherwise made available to the County by Contractor. All such updates and upgrades must be installed by the County in order for the applicable Equipment software to remain covered under this Agreement. The County may, upon written notice detailing the reason (s) for the delay, delay the install referenced software upgrade.

H. Return of Defective Equipment

The County agrees to return all defective Equipment at the County's expense in accordance with Contractor's

instructions and published Return Authorization policy within thirty (30) days or pay for the replacement Equipment at the then current list price. Prior to the return of any such defective Equipment, The County must request and receive from Contractor a Return Material Authorization (RMA) form for the return of the Equipment. The County will ship such Equipment to the address specified by Contractor, duties and postage prepaid, in the Equipment's original shipping container or in a container of equivalent protective constitution, with the RMA number prominently displayed on the outside of the shipping container. Contractor reserves the right to reject any shipment that does not have an RMA number prominently displayed on the shipping container. Contractor is responsible for any risk of loss and/or damage incurred in shipping and shall be responsible for directly filing any claim with the shipping company.

I. The County Network Accountability

The County acknowledges and agrees that it is solely responsible for, and Contractor's obligations hereunder are contingent upon the County supplying and maintaining a properly configured, reliable, stable network on which the Equipment resides/functions. The County further acknowledges and agrees to the terms and provisions of the Statement of End User Network Accountability and agrees to abide and be bound by all obligations set forth below.

J. Statement of MDAD's Network Accountability

Contractor is not responsible, and thus, shall have no liability, for either (a) MDAD's network requirements, including without limitation, those related to the overall performance, security, and other pertinent network criteria, or (b) MDAD's facility network infrastructure, including without limitation, the hardware and/or software utilized for the network on which the PAS resides.

Contractor relies solely upon MDAD's network for the design, provision, configuration and maintenance of the network, in a manner that enables proper PAS function ability/functionality. If the network on which the PAS resides is improperly designed, configured or maintained, malfunctions or undergoes changes or modifications, then impacts to the reliability, functionality or stability of the PAS can be expected, resulting in PAS system anomalies that are outside the control of Contractor. In such instances, Contractor can be a resource to support MDAD's network owner/manager in diagnosing the problems and attempting to restore the PAS to a fully functioning and reliable state. As part of the IED OEM factory Warranty and/or a Platinum Assurance Plan, and upon request by the end user, Contractor will collaborate with all parties (Contractor certified Integrators and/or MDAD) to provide limited assistance with network diagnostics at no additional cost to MDAD. The extent and nature of this assistance will be based on the scenario encountered.

Under the IED OEM limited warranty and the Platinum Assurance Plan, Contractor will solely determine when/if applicable charges for technical support will be applied. Once MDAD is out of warranty the Contractor will provide technical support at any applicable charges.

Contractor will not be liable for any consequences or damages, whether actual, direct, indirect, exemplary, special, consequential, or otherwise, for any end user network upon which a PAS resides/functions that is not properly configured, reliable, and/or stable.

20. Contractor's Obligation To Use Precautions

Contractor shall take all precautions necessary for the safety of and prevention of damage to property on or adjacent to the County's facilities, and for the safety of and prevention of injury to persons, including the County's employees, Contractor's employees, and third persons, on or adjacent to the County's Facilities while under the control of Contractor.

Schedule 1 - Schedule of Covered Systems and Components

A. This is the list of the equipment that will be covered once the system gets upgraded.

MIA Upgrade – Summary		
Qty.	Model Number	Description
1	vACS #1	A3129 PA system
1	vACS #2	C4121 PA system
1	vACS #3	D3078 PA system
1	vACS #4	E1316 PA system
1	vACS #5	F1770 PA system
1	vACS #6	H3730 PA system
1	vACS #7	J3067 PA system
1	vACS #8	H/J landside 1B25 PA system
1	vACS #9	Concourse E S1558 PA system
1	vACS #10	Concourse G G1764 PA system
1	AODB, FAS, TCAS	AODB Interface, FAS, TCAS add-on
1	Spare Parts	Factory Recommended Spare Parts

vACS #1 A3129 PA System		
Qty.	Model Number	Description
24	IEDA524-H	GLOBALCOM Series Dante 4-Button Digital Mic Sta w/ Handheld Mic & Surface Backbox
1	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
1	IED5400CS-SRM	Rack Mount Assembly Kit with Self-Powered Speaker (Touchscreen Mic Station Sold Separately)
25	IEDX900	Backbox for IED550CS-H wall mounting
25	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
5	T112C	7-Card Dante Power Amplifier Mainframe with Integrated DSP, Supervision and Amplifier Back-up with Global Power
34	T602-120V-T1	TitanONE Series 2 x 300w Power Amplifier Card (70v/110VAC)
2	IED1516LI	GLOBALCOM 16 Input Logic Module
2	IED1516LI-E	GLOBALCOM 16 Input Logic Expansion Module
2	IED1522LR	GLOBALCOM 2 Logic In/2 Relay Out Module
2	IED1522AIOLR	2-Channel Analog to Dante Input/Output Module with Relays
1	IED1100DAB	GLOBALCOM Dante Digital Audio Bridge
17	IED1544ZOP-C	4 channels ZOP for Dante
2	IED0595	Software Configuration for 591RU
2	GCK3-0	GLOBALCOM GCK Version 3.0 Core Software
80	HDEPL	Software End Point License for Dante/Dante Devices

6	IPSE	IP Endpoint License Fee per Endpoint 1-49 units
1	IEDX900	GLOBALCOM GCK Core Bridge Processor

vACS #2 C4121 PA System

Qty.	Model Number	Description
10	IEDA524-H	GLOBALCOM Series Dante 4-Button Digital Mic Sta w/ Handheld Mic & Surface Backbox
1	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
1	IED5400CS-SRM	Rack Mount Assembly Kit with Self-Powered Speaker (Touchscreen Mic Station Sold Separately)
30	IEDX900	Backbox for IED550CS-H wall mounting
30	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
4	T112C	7-Card Dante Power Amplifier Mainframe with Integrated DSP, Supervision and Amplifier Back-up with Global Power
21	T602-120V-T1	TitanONE Series 2 x 300w Power Amplifier Card (70v/110VAC)
2	IED1516LI	GLOBALCOM 16 Input Logic Module
2	IED1516LI-E	GLOBALCOM 16 Input Logic Expansion Module
2	IED1522LR	GLOBALCOM 2 Logic In/2 Relay Out Module
2	IED1522AIOLR	2-Channel Analog to Dante Input/Output Module with Relays
1	IED1100DAB	GLOBALCOM Dante Digital Audio Bridge
24	IED1544ZOP-C	4 channels ZOP for Dante
2	IED0595	Software Configuration for 591RU
2	GCK3-0	GLOBALCOM GCK Version 3.0 Core Software
77	HDEPL	Software End Point License for Dante Devices
6	IPSE	IP Endpoint License Fee per Endpoint 1-49 units
1	IEDX900	GLOBALCOM GCK Core Bridge Processor

vACS #3 D3078 PA System

Qty.	Model Number	Description
26	IEDA524-H	GLOBALCOM Series Dante 4-Button Digital Mic Sta w/ Handheld Mic & Surface Backbox
1	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
1	IED5400CS-SRM	Rack Mount Assembly Kit with Self-Powered Speaker (Touchscreen Mic Station Sold Separately)
28	IEDX900	Backbox for IED550CS-H wall mounting
28	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic

1	T112C	7-Card Dante Power Amplifier Mainframe with Integrated DSP, Supervision and Amplifier Back-up with Global Power
5	T602-120V-T1	TitanONE Series 2 x 300w Power Amplifier Card (70v/110VAC)
2	IED1516LI	GLOBALCOM 16 Input Logic Module
2	IED1516LI-E	GLOBALCOM 16 Input Logic Expansion Module
2	IED1522LR	GLOBALCOM 2 Logic In/2 Relay Out Module
2	IED1522AIOLR	2-Channel Analog to Dante Input/Output Module with Relays.
1	IED1100DAB	GLOBALCOM Dante Digital Audio Bridge
25	IED1544ZOP-C	4 channels ZOP for Dante
2	IED0595	Software Configuration for 591RU
2	GCK3-0	GLOBALCOM GCK Version 3.0 Core Software
89	HDEPL	Software End Point License for Dante/Dante Devices
6	IPSE	IP Endpoint License Fee per Endpoint 1-49 units
1	IEDX900	GLOBALCOM GCK Core Bridge Processor

vACS #4 E13116 PA System

Qty.	Model Number	Description
1	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
1	IED5400CS-SRM	Rack Mount Assembly Kit with Self-Powered Speaker (Touchscreen Mic Station Sold Separately)
23	IEDX900	Backbox for IED550CS-H wall mounting
23	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
10	T112C	7-Card Dante Power Amplifier Mainframe with Integrated DSP, Supervision and Amplifier Back-up with Global Power
59	T602-120V-T1	TitanONE Series 2 x 300w Power Amplifier Card (70v/110VAC)
2	IED1516LI	GLOBALCOM 16 Input Logic Module
2	IED1516LI-E	GLOBALCOM 16 Input Logic Expansion Module
2	IED1522LR	GLOBALCOM 2 Logic In/2 Relay Out Module
2	IED1522AIOLR	2-Channel Analog to Dante Input/Output Module with Relays.
1	IED1100DAB	GLOBALCOM Dante Digital Audio Bridge
5	IED1544ZOP-C	4 channels ZOP for Dante
1	IEDX900	Grandstream GXW-4108 FXO Analog Gateway
2	IED0595	Software Configuration for 591RU

2	GCK3-0	GLOBALCOM GCK Version 3.0 Core Software
47	HDEPL	Software End Point License for Dante Devices
6	IPSE	IP Endpoint License Fee per Endpoint 1-49 units
1	IEDX900	GLOBALCOM GCK Core Bridge Processor

vACS # 5 F1770 PA System

Qty.	Model Number	Description
25	IEDA524-H	GLOBALCOM Series Dante 4-Button Digital Mic Sta w/ Handheld Mic & Surface Backbox
1	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
1	IED5400CS-SRM	Rack Mount Assembly Kit with Self-Powered Speaker (Touchscreen Mic Station Sold Separately)
25	IEDX900	Backbox for IED550CS-H wall mounting
25	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
7	T112C	7-Card Dante Power Amplifier Mainframe with Integrated DSP, Supervision and Amplifier Back up with Global Power
42	T602-120V-T1	TitanONE Series 2 x 300w Power Amplifier Card (70v/110VAC)
2	IED1516LI	GLOBALCOM 16 Input Logic Module
2	IED1516LI-E	GLOBALCOM 16 Input Logic Expansion Module
2	IED1522LR	GLOBALCOM 2 Logic In/2 Relay Out Module
2	IED1522AIOLR	2-Channel Analog to Dante Input/Output Module with Relays
1	IED1100DAB	GLOBALCOM Dante Digital Audio Bridge
2	IED0595	Software Configuration for 591RU
2	GCK3-0	GLOBALCOM GCK Version 3.0 Core Software
66	HDEPL	Software End Point License for Dante/Dante Devices
6	IPSE	IP Endpoint License Fee per Endpoint 1-49 units
1	IEDX900	GLOBALCOM GCK Core Bridge Processor

vACS # 6 H3730 PA System

Qty.	Model Number	Description
16	IEDA524-H	GLOBALCOM Series Dante 4-Button Digital Mic Sta w/ Handheld Mic & Surface Backbox
1	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
1	IED5400CS-SRM	Mount Assembly Kit with Self-Powered Speaker (Touchscreen Mic Station Sold Separately)
18	IEDX900	Backbox for IED550CS-H wall mounting

18	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
4	T112C	7-Card Dante Power Amplifier Mainframe with Integrated DSP, Supervision and Amplifier Back-up with Global Power
24	T602-120V-T1	TitanONE Series 2 x 300w Power Amplifier Card (70v/110VAC)
2	IED1516LI	GLOBALCOM 16 Input Logic Module
2	IED1516LI-E	GLOBALCOM 16 Input Logic Expansion Module
2	IED1522LR	GLOBALCOM 2 Logic In/2 Relay Out Module
2	IED1522AIOLR	2-Channel Analog to Dante Input/Output Module with Relays.
1	IED1100DAB	GLOBALCOM Dante Digital Audio Bridge
4	IED1544ZOP-C	4 channels ZOP for Dante
2	IED0595	Software Configuration for 591RU
2	GCK3-0	GLOBALCOM GCK Version 3.0 Core Software
51	HDEPL	Software End Point License for Dante/Dante Devices
6	IPSE	IP Endpoint License Fee per Endpoint 1-49 units
1	IEDX900	GLOBALCOM GCK Core Bridge Processor

vACS #7 J3067 PA System		
Qty.	Model Number	Description
16	IEDA524-H	GLOBALCOM Series Dante 4-Button Digital Mic Sta w/ Handheld Mic & Surface Backbox
1	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
1	IED5400CS-SRM	Rack Mount Assembly Kit with Self-Powered Speaker (Touchscreen Mic Station Sold Separately)
20	IEDX900	Backbox for IED550CS-H wall mounting
20	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
2	IED1516LI	GLOBALCOM 16 Input Logic Module
2	IED1516LI-E	GLOBALCOM 16 Input Logic Expansion Module
2	IED1522LR	GLOBALCOM 2 Logic In/2 Relay Out Module
2	IED1522AIOLR	2-Channel Analog to Dante Input/Output Module with Relays.
1	IED1100DAB	GLOBALCOM Dante Digital Audio Bridge
10	IED1544ZOP-C	4 channels ZOP for Dante
2	IED0595	Software Configuration for 591RU
2	GCK3-0	GLOBALCOM GCK Version 3.0 Core Software

55	HDEPL	Software End Point License for DanteCobraNet/Dante Devices
6	IPSE	IP Endpoint License Fee per Endpoint 1-49 units
1	IEDX900	GLOBALCOM GCK Core Bridge Processor

vACS #8 (H/J Landside 1B25) PA System

Qty.	Model Number	Description
1	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
1	IED5400CS-SRM	Rack Mount Assembly Kit with Self-Powered Speaker (Touchscreen Mic Station Sold Separately)
6	IEDX900	Backbox for IED550CS-H wall mounting
6	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
2	IED1516LI	GLOBALCOM 16 Input Logic Module
2	IED1516LI-E	GLOBALCOM 16 Input Logic Expansion Module
2	IED1522LR	GLOBALCOM 2 Logic In/2 Relay Out Module
2	IED1522AIOLR	2-Channel Analog to Dante Input/Output Module with Relays
1	IED1100DAB	GLOBALCOM Dante Digital Audio Bridge
20	IED1544ZOP-C	4 channels ZOP for Dante
1	IEDX900	Grandstream GXW-4108 FXO Analog Gateway
2	IED0595	Software Configuration for 591RU
2	GCK3-0	GLOBALCOM GCK Version 3.0 Core Software
35	HDEPL	Software End Point License for Dante/Dante Devices
6	IPSE	IP Endpoint License Fee per Endpoint 1-49 units
1	IEDX900	GLOBALCOM GCK Core Bridge Processor

vACS #9 S1558 PA System

Qty.	Model Number	Description
10	IEDA524-H	GLOBALCOM Series Dante 4-Button Digital Mic Sta w/ Handheld Mic & Surface Backbox
1	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
1	IED5400CS-SRM	Rack Mount Assembly Kit with Self-Powered Speaker (Touchscreen Mic Station Sold Separately)
10	IEDX900	Backbox for IED550CS-H wall mounting
10	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic

1	T112C	7-Card Dante Power Amplifier Mainframe with Integrated DSP, Supervision and Amplifier Back-up with Global Power
7	T602-120V-T1	TitanONE Series 2 x 300w Power Amplifier Card (70v/110VAC)
2	IED1516LI	GLOBALCOM 16 Input Logic Module
2	IED1516LI-E	GLOBALCOM 16 Input Logic Expansion Module
2	IED1522LR	GLOBALCOM 2 Logic In/2 Relay Out Module
2	IED1522AIOLR	2-Channel Analog to Dante Input/Output Module with Relays.
1	IED1100DAB	GLOBALCOM Dante Digital Audio Bridge
2	IED0595	Software Configuration for 591RU
2	GCK3-0	GLOBALCOM GCK Version 3.0 Core Software
30	HDEPL	Software End Point License for Dante/Dante Devices
6	IPSE	IP Endpoint License Fee per Endpoint 1-49 units
1	IEDX900	GLOBALCOM GCK Core Bridge Processor

vACS # 10 Concourse G G1764 PA System		
Qty.	Model Number	Description
21	IEDA524-H	GLOBALCOM Series Dante 4-Button Digital Mic Sta w/ Handheld Mic & Surface Backbox
1	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
1	IED5400CS-SRM	Rack Mount Assembly Kit with Self-Powered Speaker (Touchscreen Mic Station Sold Separately)
21	IEDX900	Backbox for IED550CS-H wall mounting
21	IED550CS-H	GLOBALCOM Series Dante Programmable Touch Screen Digital Communication Station w/ Handheld Mic
3	T112C	7-Card Dante Power Amplifier Mainframe with Integrated DSP, Supervision and Amplifier Back-up with Global Power
17	T602-120V-T1	TitanONE Series 2 x 300w Power Amplifier Card (70v/110VAC)
2	IED1516LI	GLOBALCOM 16 Input Logic Module
2	IED1516LI-E	GLOBALCOM 16 Input Logic Expansion Module
2	IED1522LR	GLOBALCOM 2 Logic In/2 Relay Out Module
2	IED1522AIOLR	2-Channel Analog to Dante Input/Output Module with Relays.
1	IED1100DAB	GLOBALCOM Dante Digital Audio Bridge
2	IED0595	Software Configuration for 591RU
2	GCK3-0	GLOBALCOM GCK Version 3.0 Core Software
54	HDEPL	Software End Point License for Dante/Dante Devices
6	IPSE	IP Endpoint License Fee per Endpoint 1-49 units

1	IEDX900	GLOBALCOM GCK Core Bridge Processor
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MIA AODB, FAS, TCAS		
Qty.	Model Number	Description
1	IEDFAS	Flight Announcement System Core Software incl. Prizm Core Database
1	IEDFASLANG-ENG	Flight Announcement System Library, English
1	IEDFASLANG-FRE	Flight Announcement System Library, French
1	IEDFASLANG-GER	Flight Announcement System Library, German
1	IEDFASLANG-RUS	Flight Announcement System Library, Russian
1	IEDFASLANG-SPA	Flight Announcement System Library, Spanish
1	IEDTCASSVR	T-CAS Courtesy Announcement System Server Software incl Prizm Core Database
1	IED0636A3L5	Software License - T-CAS ReadSpeaker TTS Voices - A3 Five Language
1	IED0636L-ENG	Software License - TTS ReadSpeaker Voice - English
1	IED0636L-CFRE	Software License - TTS ReadSpeaker Voice - French Canadian
1	IED0636L-GER	Software License - TTS ReadSpeaker Voice - German
1	IED0636L-RUS	Software License - TTS ReadSpeaker Voice - Russian
1	IED0636L-SPA	Software License - TTS ReadSpeaker Voice - Spanish
19	IED0636XLIC	ReadSpeaker Additional Controller License

B. Below is a list of non-covered equipment under this Agreement.

Non-Covered Equipment	
Qty.	Product Description
2	Dell Equipment - PowerEdge R740
2	Dell Equipment - Precision 3630 Tower
20	Dell Equipment - Precision 7920 Rack

APPENDIX B – PRICE SCHEDULE

Software Maintenance and Support Services Fees

The cost of the PAP for the existing system at MIA:

Item	Item Description	Annual Price
1	Year one of PAP and all requirements of Appendix A	\$44,371
2	Year two of PAP and all requirements of Appendix A	\$130,449
3	Year three of PAP and all requirements of Appendix A	\$146,049
4	Year four of PAP and all requirements of Appendix A	\$130,449
5	Year five of PAP and all requirements of Appendix A	\$146,049

Note:

1. Years one (1) through three (3) reflect technical training (two seats) at AIED LLC (AtlasIED) Training Center.
2. Years one (1), three (3), and five (5) reflect an onsite System Health Check.
3. Years one (1) through five (5) reflect the sequential expiration of the AIED OEM factory (three year) Warranty, the required annual software maintenance, end point fees and the extended warranty cost.

Additional Service Fees

Upon the expiration of the OEM factory warranty as described throughout this Agreement, the following options are available and additional service fees will apply:

Equipment can remain out of warranty and be subject to the following out-of-warranty service fee structure and payment options. Support will be available to MDAD 24/7/365.

\$550 for first 90 minutes of phone/ service support
 \$400 per additional hour thereafter

Emergency Onsite Services Rate (technician on-site at the County’s facilities within twenty-four (24) hours) If Certified Integrator as designated by AtlasIED is unable to respond on-site (Travel and per diem not included and invoiced per Article 7.)

\$550 for first hour
 \$400 per additional hour thereafter