MEMORANDUM

Agenda Item No. 8(P)(2)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	**DATE:**	March 3, 2026
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving award of contract No. EVN 0003378, Telecommunications and Network Management Services, to Norstan Communications, Inc. dba Black Box Network Services in the amount of $138,302,535.00 for a 10-year term for Miami-Dade Aviation Department; and authorizing the County Mayor to execute the agreement and exercise all provisions of the contract, including any cancellation or extensions, pursuant to section 2-8.1(b) of the Code and Implementing Order 3- 38

The accompanying resolution was prepared by the Strategic Procurement Department and placed on the agenda at the request of Prime Sponsor Commisioner Danielle Cohen Higgins.

for
Geri Bonzon-Keenan
County Attorney

GBK/wm

Memorandum

Date: March 3, 2026

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

From: Daniella Levine Cava
Mayor

Subject: Recommendation to Award a Contract for Telecommunications and Network Management Services

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Executive Summary

This item is for the purchase of telecommunications and network management services for the Miami-Dade Aviation Department (MDAD). This contract provides for all labor, materials, tools, supplies, and items required for the design, installation, maintenance, repair, management, and operational support services for MDAD's voice and data network infrastructure. This contract is critical for the efficient management of all telecommunications and network services to all tenants at the airport and to MDAD.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0003378, Telecommunications and Network Management Services*, to Norstan Communications, Inc. dba Black Box Network Services (Black Box Network) in the amount of $138,302,535 for a 10-year term for MDAD. This contract will replace *RFP-MDAD-03-14* approved by the Board via Resolution No. R-201-15.

Background

A Request for Proposals was issued under full and open competition on June 12, 2025. On the closing date of August 8, 2025, the County received four proposals, including one from a local firm. Upon review of the proposals received, staff identified potential responsiveness issues and requested a legal opinion to ascertain whether they were responsive. On September 9, 2025, the County Attorney's Office (CAO) opined that two proposals were non-responsive, as they both failed to submit pricing. Four evaluation meetings were held between September 11, 2025 and October 7, 2025. Negotiations commenced and concluded in November 2025, resulting in cost savings of approximately $1,500,000 for the 10-year contract term. A copy of the Coordinator's Report is attached.

This contract allows MDAD to purchase telecommunications services including turnkey installation voice and data network services, maintenance of existing and future voice and data networks infrastructure equipment, daily analysis of network performance, provision of an on-site IT Service Desk dedicated to providing uninterrupted service to airport operations, system design, cybersecurity, and management of IT support and upgrades to the infrastructure. This contract also provides for management of the shared airport tenant services offered to tenants and users at Miami International Airport and the General Aviation Airports.

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 in nature.

Fiscal Impact/Funding Source

The fiscal impact consists of a management fee for the 10-year term of the contract in an approximate amount of $138,302,535, which is further broken down below:

- Payroll expenses are estimated to be $87,677,653 including Consumer Price Index (CPI) increases contemplated by the agreement's terms and conditions.

- Reimbursable expenses which include management of subcontractors, vendor obligations, and acquisition of new materials and equipment purchased, which total approximately $38,051,924 inclusive of a seven percent (7%) markup for costs that are not included in the direct prices.
- A 10 percent contingency of approximately $12,572,958 is included to support unforeseen and expanded service requirements throughout the term of the contract.

The current contract is valued at $141,878,156 for an eleven-year and six-month term and expires on September 16, 2026. The annualized allocation under the proposed contract reflects an approximate 12% increase compared to the current contract. This increase is primarily attributed to significant labor market shifts since the current contract was established in 2015, during which time the CPI rose by approximately 47 percent, driving corresponding increases in labor and service delivery costs.

Additionally, Black Box Network will submit for MDAD's approval an annual operating budget for each fiscal year. The recommended budget will then be incorporated into MDAD's overall budget which is approved by the Board. The annual operating budget contains all approved direct costs of operation such as material costs, payroll, and related expenses.

Department	Allocation	Funding Source	Budgeted*	Contract Manager
MDAD	$138,302,535	Proprietary Funds	FY 25-26 Proposed Budget, Volume 3, Page 199, Contractual Services	Sylvia Novela
Total	**$138,302,535**			

*The Adopted Budget Book was not finalized at the time this item was drafted. Therefore, the budget information above is based on the Proposed Budget Book.

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 execute the agreement and 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.

Vendor Recommended for Award
Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is local.

Vendor	Principal Address	Local Address	Number of Employee Residents 1) Miami-Dade 2) Percentage*	Principal
Norstan Communications, Inc. dba Black Box Network Services	1000 Park Drive Lawrence, PA	4331 NW 22nd Street Building 3030 Miami, FL	50 1.3%	Keith A. Pado

*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.

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Comcast Business Communications, LLC	No	Deemed non-responsive by the CAO (opinion attached)
Live Fiber Communication Corp.	No	
AMTechnology LLC dba AM Security Technology LLC	No	Evaluation Scores/Ranking

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and 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 vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department.

Pursuant to Resolution No. R-252-25, efforts were made to identify any potential piggybacking opportunities prior to issuance of a competitive solicitation. No contracts were identified for accessing.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program does not apply
- The Small Business Enterprise Selection Factor and Local Preference applied.
- The Living Wage Ordinance does not apply.

Attachment

Jimmy Morales
Chief Operating Officer

Memorandum

Date: October 22, 2025

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

From: Amy Almanzar, CPPB, NIGP-CPP, FCCM *Amy Almanzar*
Selection Committee Coordinator

Subject: Report of Competitive Selection Committee for Request for Proposals (RFP) No. EVN0003378, Telecommunications and Network Management Services

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The Strategic Procurement Department (SPD) issued a competitive Request for Proposals on June 12, 2025, on behalf of Miami-Dade Aviation Department (MDAD), to obtain proposals from qualified firms to provide telecommunications and network management services at Miami International Airport (MIA). The County anticipates awarding a contract for 10 years.

On August 8, 2025, four proposals were received in response to the solicitation. The Competitive Selection Committee (Committee) has completed the evaluation of responsive proposals following the guidelines published in the solicitation.

Competitive Selection Committee meeting dates:
September 11, 12, and 15, 2025 (Kick-off)
October 7, 2025 (Evaluation, Scoring and Recommendation)

Verification of compliance with contract measures:
A Small Business Enterprise selection factor was assigned to this solicitation. None of the proposers qualified for the selection factor.

Verification of compliance with minimum qualification requirements and responsiveness:
The solicitation had minimum qualification requirements which were reviewed by the Selection Committee Coordinator and MDAD. Two proposals, AMTechnology LLC DBA AM Security Technology LLC, and Norstan Communications, Inc. dba Black Box Network Services met the requirement.

The four proposals were forwarded to the County Attorney's Office (CAO) for review. The CAO deemed the proposals from Comcast Business Communications, LLC and Live Fiber Communication Corp. non-responsive. A copy of the CAO's opinion is attached.

Local Certified Veteran's Business Enterprise Preference:
Veteran's Preference was considered. None of the proposers qualified for the preference.

Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):
Staff submitted a request to OIG and COE on August 8, 2025. A response was received from OIG on August 11, 2025, and COE on August 20, 2025 advising that no reports were found.

Office of the Commission Auditor (OCA) Background Check:
Staff provided Committee members with the Neutrality Affidavits, along with the list of proposers and subcontractors, to complete. Staff submitted Committee member's completed Neutrality Affidavits and Resumes to OCA. A response from OCA was received advising that no conflicts of interest were identified. OCA submitted the results of the background checks to the COE for further review of findings. A response was received from COE recommending that one member be excused from serving on this committee.

Summary of scores:
The Committee conducted scoring in accordance with the criteria outlined in the solicitation. The Committee decided not to hold oral presentations. The final scores are as follows:

Proposer	***Technical Score*** *(max.4000)*	***Price Score*** *(max.1000)*	***Total Combined Score*** *(max.5000)*	***Price/Cost Submitted Year 1 of the Contract***
1. Norstan Communications, Inc. dba Black Box Network Services	3630	815	4445	$13,367,369.39
2. AMTechnology LLC DBA AM Security Technology LLC	2485	710	3195	$18,351,572.10

Upon review of the scores, there were several variances identified that exceeded 33% of the average score award by all Committee members by criteria. After discussion of the variances among Committee members, several remained. It is important to note that despite these variances, individual rankings of all Committee members were same. The Committee members with variances stated that their scores were based on their independent evaluations and the discussions held.

Local Preference:
Local Preference was considered but did not affect the outcome as the second ranked firm was not within five percent of the highest ranked firm.

Administrative Leave Eligibility:
The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator's notification; initial scoring within 30 calendar days of Selection Committee Coordinator's completion of required reviews, and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34.

Employee's Name	**Employee's Department**
Sarah Abate	MDAD
Zahkia Allen	WASD
Aaron Johnson	MDAD
Jose Rodriguez	ITD
Gregory Rubin	MDFR

Deadlines for Completion of Tasks During Evaluation:
Implementing Order No. 3-34, Formation and Performance of Competitive Selection Committees and *Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions,* establishes certain timeframes for the completion of reviews and receipt of information during the evaluation phase. Timeframes for completion of tasks are included in the table below:

Task	Date	Number of Days* per I.O.	Actual Number of Days*
Proposals received	8/8/25	NA	NA
Upon Proposal Submission: SPD Review within 10 Calendar Days			
SPD sent proposals to CAO for responsiveness	8/11/25	10	3
SPD sent list of proposers/subcontractors to Committee members for Neutrality Affidavit/Resume	8/14/25	10	6

Task	Date	Number of Days* per I.O.	Actual Number of Days*
After SPD Review Above: Below Tasks Completed Concurrently within 30 Calendar Days Total			
Committee members returned completed Neutrality Affidavit/Resume to SPD within three business days of request	8/19/25	3*	3*
SPD sent received Neutrality Affidavit/Resume to OCA for background check	8/19/25	NA	0
OCA returned background checks to SPD	8/25/25	5*	4*
COE responded to OCA findings (if OCA refers findings)	9/15/25	14	21
CAO provided opinion to SPD	9/9/25	30	29
After Above Tasks Completed, Conduct Scoring Meeting**			
Scoring meeting	10/7/25	30	22

* All numbers listed are calendar days except when marked with an asterisk are business days.
**Scoring to be scheduled within 30 days from all required background checks, responsiveness and compliance reviews

Negotiations:
The Committee recommends that the County enter into negotiations with the highest ranked proposer, Norstan Communications, Inc. dba Black Box Network Services. The Selection Committee Coordinator and Aviation Senior Contracting Officer, Caroline Burgos, will participate in the negotiations.

Technical and operational assistance and feedback may be requested from appropriate staff as needed during the negotiation process.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet. Your approval of the Committee's recommendation is requested.

Approved

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2025.10.23 14:03:28 -04'00'

Namita Uppal, C.P.M. Date
Director and Chief Procurement Officer

Memorandum

MIAMI-DADE COUNTY

Date: September 9, 2025

To: Amy Almanzar, CPPB
Procurement Contracting Officer 2
Strategic Procurement Department

From: David Murray
Assistant County Attorney
County Attorney's Office

Subject: Request for Responsiveness Determination
RFP No. EVN0003378 – Telecommunications and Network Management Services

AMTIs not entitled to local preference if it does not have a local business tax receipt in place for the year preceding submittal of its proposal. You also suggest that its proposal may not be entirely germane to the scope of work of the solicitation; this is a matter for evaluation by the Selection Committee, and, perhaps, of responsibility. The proposal remains evidence of an intent to submit a binding offer. The firm is responsive.

Comcast did not provide a price form as requested by the solicitation. The solicitation price form requested pricing for the year one management fee; the items included in that management fee are listed both on the price form and also in section 8 of the attached draft contract, and include overhead, profit, manpower, subcontracts, and other reimbursable expenses. The form attached by Comcast, at page 23, does not provide a single management fee; instead, it provides a myriad of dollar options attached to unclear items of work. Comcast has thus deprived the County of the ability to make an apples to apples comparison of its pricing, and has otherwise not provided pricing in the manner requested. Comcast is non-responsive.

Live Fiber Communication Corp failed to provide a price schedule. It is therefore non-responsive, as price is a material term of the solicitation.

Black Box indicated, via footer, that its proposal was confidential. However, the firm signed the proposal form which contains a controlling waiver of any confidential information. Black Box is responsive.

This opinion is based solely on the information and requests provided in your memoranda of August 11. If the operative facts change, please contact me.

RFP No. EVN0003378
Telecommunications and Network Management Services
EVALUATION OF PROPOSALS

COMPOSITE

EVALUATION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Non-local: AMTechnology LLC DBA AM Security Technology LLC	Local: Norstan Communications, Inc. dba Black Box Network Services
Proposer's relevant experience, qualifications, and past performance	200	1000	680	925
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	150	750	460	695
Proposer's approach to providing the Services requested in this Solicitation	250	1250	765	1095
Financial Capabilities	100	500	315	460
Small and local business utilization and project labor requirements	50	250	140	240
Proposers use of innovative technologies and products	50	250	125	215
Total Technical Points	**800**	**4000**	**2485**	**3630**
Selection Factor *(10% of the Total Technical Points)*	**0**	**0**	**0**	**0**
Total *(Technical & Selection Factor)*	**800**	**4000**	**2485**	**3630**
Price Points	**200**	**1000**	**710**	**815**
TOTAL POINTS	**1000**	**5000**	**3195**	**4445**
Ranking			2	1

Signature:
Amy Almanzar
Chairperson

Print Name: Amy Almanzar
Date: 10/7/2025

Heylicken Espinoza
Reviewer

Print Name: Heylicken Espinoza
Date: 10/7/2025

MDC009

RFP No. EVN0003378
Telecommunications and Network Management Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Sarah Abate

EVALUATION CRITERIA / PROPOSERS	Maximum Points	AMTechnology LLC DBA AM Security Technology LLC	Norstan Communications, Inc. dba Black Box Network Services
Proposer's relevant experience, qualifications, and past performance	200	**170**	**200**
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	150	**120**	**150**
Proposer's approach to providing the Services requested in this Solicitation	250	**150**	**250**
Financial Capabilities	100	**30**	**100**
Small and local business utilization and project labor requirements	50	**15**	**50**
Proposers use of innovative technologies and products	50	**0**	**40**
Total Technical Points	**800**	**485**	**790**
Price Points	**200**	**100**	**190**
TOTAL POINTS	**1000**	**585**	**980**

MDC010

RFP No. EVN0003378
Telecommunications and Network Management Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Greg Rubin

EVALUATION CRITERIA / PROPOSERS	Maximum Points	AMTechnology LLC DBA AM Security Technology LLC	Norstan Communications, Inc. dba Black Box Network Services
Proposer's relevant experience, qualifications, and past performance	200	**150**	**185**
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	150	**95**	**130**
Proposer's approach to providing the Services requested in this Solicitation	250	**190**	**210**
Financial Capabilities	100	**80**	**95**
Small and local business utilization and project labor requirements	50	**35**	**45**
Proposers use of innovative technologies and products	50	**40**	**45**
Total Technical Points	**800**	**590**	**710**
Price Points	**200**	**160**	**190**
TOTAL POINTS	**1000**	**750**	**900**

MDC011

RFP No. EVN0003378
Telecommunications and Network Management Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Zahkia Allen

EVALUATION CRITERIA / PROPOSERS	Maximum Points	AMTechnology LLC DBA AM Security Technology LLC	Norstan Communications, Inc. dba Black Box Network Services
Proposer's relevant experience, qualifications, and past performance	200	**150**	**180**
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	150	**100**	**140**
Proposer's approach to providing the Services requested in this Solicitation	250	**175**	**225**
Financial Capabilities	100	**50**	**100**
Small and local business utilization and project labor requirements	50	**20**	**50**
Proposers use of innovative technologies and products	50	**20**	**50**
Total Technical Points	**800**	**515**	**745**
Price Points	**200**	**150**	**125**
TOTAL POINTS	**1000**	**665**	**870**

MDC012

RFP No. EVN0003378
Telecommunications and Network Management Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Aaron Johnson

EVALUATION CRITERIA / PROPOSERS	Maximum Points	AMTechnology LLC DBA AM Security Technology LLC	Norstan Communications, Inc. dba Black Box Network Services
Proposer's relevant experience, qualifications, and past performance	200	**60**	**180**
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	150	**45**	**135**
Proposer's approach to providing the Services requested in this Solicitation	250	**50**	**210**
Financial Capabilities	100	**75**	**75**
Small and local business utilization and project labor requirements	50	**40**	**45**
Proposers use of innovative technologies and products	50	**25**	**40**
Total Technical Points	**800**	**295**	**685**
Price Points	**200**	**150**	**130**
TOTAL POINTS	**1000**	**445**	**815**

MDC013

RFP No. EVN0003378
Telecommunications and Network Management Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Jose Rodriguez

EVALUATION CRITERIA / PROPOSERS	Maximum Points	AMTechnology LLC DBA AM Security Technology LLC	Norstan Communications, Inc. dba Black Box Network Services
Proposer's relevant experience, qualifications, and past performance	200	**150**	**180**
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	150	**100**	**140**
Proposer's approach to providing the Services requested in this Solicitation	250	**200**	**200**
Financial Capabilities	100	**80**	**90**
Small and local business utilization and project labor requirements	50	**30**	**50**
Proposers use of innovative technologies and products	50	**40**	**40**
Total Technical Points	**800**	**600**	**700**
Price Points	**200**	**150**	**180**
TOTAL POINTS	**1000**	**750**	**880**

MDC014

MEMORANDUM

(Revised)

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

DATE: March 3, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(2)

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)(2)
3-3-26

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0003378, TELECOMMUNICATIONS AND NETWORK MANAGEMENT SERVICES, TO NORSTAN COMMUNICATIONS, INC. DBA BLACK BOX NETWORK SERVICES IN THE AMOUNT OF $138,302,535.00 FOR A 10-YEAR TERM FOR MIAMI-DADE AVIATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSIONS, PURSUANT TO SECTION 2-8.1(B) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA 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 award of Contract No. EVN0003378, Telecommunications and Network Management Services, in substantially the form attached and made a part hereof, to Norstan Communications, Inc. dba Black Box Network Services in the amount of $138,302,535.00 for a 10-year term for Miami-Dade Aviation Department.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the agreement and 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 3rd day of March, 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

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

NON-EXCLUSIVE TELECOMMUNICATIONS AND NETWORK MANAGEMENT SERVICES AGREEMENT

This Non-Exclusive Telecommunications and Network Services Agreement, made and entered into as of the _____day of _____, 20_____ by and

Between the County: **Miami-Dade County Florida**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, which shall include its officials, successors, legal representatives, and assigns.

And

the Contractor: **Norstan Communications Inc dba Black Box Network Services**
8210 Court House Blvd, Suite 200
Inver Grove Heights, MN 55077

Which term shall include its officers, partners, employees, successors, legal representatives and assigns.

Description of the Project: Provides for the operations, management, maintenance, service, support and equipment, and supplies of certain telecommunications and data network, infrastructure, hardware and software systems for Miami-Dade Aviation Department as more specifically herein.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

NON-EXCLUSIVE TELECOMMUNICATIONS AND NETWORK MANAGEMENT SERVICES AGREEMENT

ARTICLE 1 DEFINITIONS 1
ARTICLE 2 NON-EXCLUSIVE AGREEMENT 5
ARTICLE 3 SCOPE OF SERVICES 5
ARTICLE 4 PERSONNEL 6
ARTICLE 5 OFFICE SPACE, PARKING ARRANGEMENTS AND NETWORK / APPLICATIONS ACCESS 9
ARTICLE 6 SECURITY AND AIRFIELD OPERATIONS AREA 10
ARTICLE 7 BUDGETING 13
ARTICLE 8 PAYMENTS AND COST REIMBURSEMENTS 15
ARTICLE 9 WARRANTY 20
ARTICLE 10 SOFTWARE AND SOFWARE LICENSE 22
ARTICLE 11 NATURE OF THE AGREEMENT 24
ARTICLE 12 MANNER OF PERFORMANCE 25
ARTICLE 13 TERM OF AGREEMENT 26
ARTICLE 14 CONTRACTOR REPRESENTATIONS AND WARRANTIES 26
ARTICLE 15 CONTRACT MANAGER AND RESOLUTION OF DISPUTES 26
ARTICLE 16 NOT USED 27
ARTICLE 17 SUBCONTRACTOR RELATIONS 27
ARTICLE 18 CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT 28
ARTICLE 19 PROPRIETARY INFORMATION 28
ARTICLE 20 PROPRIETARY RIGHTS 28
ARTICLE 21 CONFIDENTIALITY 29
ARTICLE 22 ACCOUNTING RECORDS AND AUDIT PROVISIONS 30
ARTICLE 23 INSPECTOR GENERAL REVIEWS 30
ARTICLE 24 NOT USED 32
ARTICLE 25 NONDISCRIMINATION 32
ARTICLE 26 INDEMNIFICATION 32
ARTICLE 27 PATENT AND COPYRIGHT INDEMNIFICATION 33
ARTICLE 28 INSURANCE 33
ARTICLE 29 IRREVOCABLE STANDBY LETTER OF CREDIT OR PERFORMANCE AND PAYMENT BOND 35
ARTICLE 30 MONETARY ASSESSMENTS FOR NON-PERFORMANCE 36
ARTICLE 31 TERMINATION AND DEFAULT PROVISIONS 38
ARTICLE 32 FORCE MAJEURE 42
ARTICLE 33 SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST 42
ARTICLE 34 MISCELLANEOUS PROVISIONS 43

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

EXHIBITS:

Exhibit A: Telecommunications and Network Management Services Technical Specification
Exhibit B: Equipment, Systems and Subsystems Plans and Diagrams
Exhibit C: Job Descriptions and Qualifications
Exhibit D: Irrevocable Standby Letter of Credit and Performance and Payment Bond
Exhibit E: Airport Customs Security Area Bond
Exhibit F: Preliminary Budget Estimate
Exhibit G: Inventory List: MDAD Fixed Assets
Exhibit H: Existing Operations/Engineering Space
Exhibit I: Community Workforce Program (CWP) Implementing Order 3-37
Exhibit J: First Source Hiring Referral Program Implementing Order 3-58
Exhibit K: Executed Affidavits and Certificate of Insurance

FORMS:

- Contractor's Guarantee
- Subcontractor's Guarantee
- Contractor's Affidavit and Release of Claim for Payment Application
- Contractor's Affidavit and Release of all Claims
- Affidavit and Release of All Claims Subcontractor Affidavit
- Consent of Surety to Pay Application for Payment
- Subcontractor's Payment Report
- Contractor's Affidavit in Compliance with Florida Trench Safety Act
- Miami-Dade County Clearinghouse Procedures for Placing Job Opportunities
- Underground Utilities Clearance
- Hot Work Permit

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

NON-EXCLUSIVE TELECOMMUNICATIONS AND NETWORK MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT for the provision of telecommunications and network management services, made and entered into as of this _____ day of _____ by and between Norstan Communications, Inc. dba Black Box Network Services, a corporation organized and existing under the laws of the State of MN, having its principal office at 8210 Court House Blvd, Suite 200, Inver Grove Heights, MN 55077 (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 Contractor has offered to provide telecommunications and management services, on a non-exclusive basis, that shall conform to the Scope of Services, Miami-Dade County's Request for Proposal ("RFP") No. EVN0003378 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated August 7, 2025 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor 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

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

1.1 **Airport**: Any of the aviation related property in Miami-Dade County, Florida, which the County owns and operates, which presently includes Miami International Airport, and the following general aviation airports ("GAAs"): (i) Kendall Tamiami Executive Airport; (ii) Homestead General Aviation Airport; (iii) Opa-locka Executive Airport; (iv) Opa-locka West Airport (decommissioned); and (v) Dade-Collier Training and Transition Airport.

1.2 **Agreement** or **Contract:** The non-exclusive telecommunications, data network, and shared airport tenant services management agreement between the County and the Contractor, including all of its terms and conditions, associated addenda, attachments, exhibits, amendments, and work orders issued by the County.

1.3 **Amendment:** A written, signed, and approved by the authorized party or his or her designee, modification to this Agreement, executed by the Contractor and the County covering changes, additions, or reductions in the terms of this Agreement.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

1.4 **Article:** The article section contained in this Agreement

1.5 **Board:** The Board of County Commissioners of Miami-Dade County, Florida.

1.6 **Business Day:** Monday through Sunday.

1.7 **CAD Manager:** The manager of MDAD Technical Support.

1.8 **Calling Services:** The mechanical process of placing, timing, and pricing each long distance or otherwise chargeable telephone call placed with a carrier or other suitable means and for which the County charges a resale fee to the equipment user.

1.9 **Code:** The Code of Miami-Dade County, Florida.

1.10 **Contract Date:** The date on which this Agreement is effective, which shall be the Acceptance Date set forth above.

1.11 **Contractor:** The entity identified on the cover page of this Agreement.

1.12 **Contractor Holidays:** The Contractor's calendar year holiday schedule pursuant to this Agreement is New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor Holidays are subject to change for the successive calendar years under this Agreement at the sole discretion of the Contractor, provided that (i) such Contractor Holidays shall not exceed a total of eight (8) days, and (ii) the Contractor provides written notice to the County of such change on or before December 1st of the prior calendar year to the effective change.

1.13 **Contractor Project Manager:** The Contractor's assigned project manager to oversee all telecommunications aspects as determined and defined within this Agreement. The Contractor shall from time to time provide written notice to the County designating the assigned Contractor Project Manager.

1.14 **County:** Miami-Dade County, a political subdivision of the State of Florida.

1.15 **County Mayor:** The County Mayor of Miami-Dade County.

1.16 **Days:** Calendar days.

1.17 **Department or MDAD:** Miami-Dade Aviation Department (MDAD), a department of Miami-Dade County.

1.18 **Director:** The director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.

1.19 **Documentation:** All project plans, records, procedures, schematics, diagrams, and manufacturer and Contractor manuals customized or created specifically for the County.

1.20 **Equipment:** All telecommunications and data information systems products purchased from or serviced by the Contractor pursuant to this Agreement. Equipment shall also include hardware, Software, licenses, and permits.

1.21 **Equipment Charges:** All charges including flat rate local telephone service, related to the rental, sale, or provided equipment serviced from the Airport's system to MIA tenants or users, other than MDAD.

1.22 **Existing System:** The Equipment, Systems, Software and circuits described in this Agreement and Exhibits "A" and "B".

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

1.23 **Gross Revenues:** All moneys paid or payable to, or in consideration of determinable value received by the County from Calling Services and/or Equipment Charges paid by tenants and users of Shared Airport Tenant Services provided at the Airport, for transactions or telecommunications services provided or rendered in connection with such Calling Services and/or Equipment, for connection to the public telecommunications network, regardless of when or where the order is received, the goods delivered, or services rendered, whether paid or unpaid, on a cash or credit basis, or in consideration of any other thing of value.

1.24 **IT Service Desk:** A call receipt center that users can access to report troubles associated with their voice, data and network services. It shall also include Level 1 support to assist MDAD employees with their email, and Microsoft Office Suite applications.

1.25 **IS&T:** MDAD Information Systems and Telecommunications Division.

1.26 **MAC**: Moves, adds, or changes work performed by Contractor pursuant to proper authorization from the County.

1.27 **Maintain**: Preventive maintenance, repair or replacement, as deemed appropriate in Contractor's reasonable business judgment, of any Equipment. The Contractor will provide the labor. Maintenance shall be both preventive and remedial, so that any Equipment in the custody of Contractor shall be maintained in a manner to ensure its continued usability and value, including cosmetic conditions, to the same condition as when entrusted to Contractor by MDAD.

1.28 **Management Fee**: the sum of actual: (a) Base Salaries; (b) payroll multiplier (i.e., that percentage of Base Salaries derived by multiplying the Base Salaries against the agreed payroll multiplier); (c) subcontracts as provided for in Agreement Article 8.4; (d) and other approved reimbursements as described in Agreement Article 8.3.

1.29 **MDAD Contract Manager ("Contract Manager"):** The Director of MDAD Information Systems and Telecommunication Division. Contract Manager's responsibilities are to coordinate and communicate with the Contractor, and to manage and supervise execution and completion of the scope of services and the terms and conditions of this Agreement. All parties may rely on the instructions or determinations made by the Contract Manager; provided, however, that such instructions and determinations do not change the Scope of Services or modify the terms and conditions of this Agreement.

1.30 **Notice to Proceed:** A written notice to proceed issued by the MDAD Contract Manager authorizing Contractor to proceed with the work described in this Agreement.

1.31 **Obligations with Vendors:** All maintenance and technical support agreements the Contractor maintains with vendors associated with the telecommunications and data network systems, necessary to perform the Services outlined in the Agreement.

1.32 **Personal Property:** The property owned by Contractor and not included within the Equipment, including but not limited to office equipment, test equipment, and office furnishings.

1.33 **Premises:** Any real property on the Airport.

1.34 **Project Manager:** The Chief of the MDAD Telecommunications Section. The Project Manager's responsibilities are to coordinate and communicate with the Contractor and to manage and supervise execution and completion of the Work. The County shall from time to time provide written notice to the Contractor designating the Project Manager.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

1.35 **Reimbursable Expenses:** Those expenses delineated in the "Payments and Costs Reimbursable" sub-article of this Agreement which are separately approved by the County, and incurred by the Contractor in fulfillment of this Agreement.

1.36 **Risk Management Division:** A division of Miami-Dade County, with offices at Miami-Dade Aviation Department, 4200 NW 36 St., Bldg. 5A Miami, Florida.

1.37 **Services:** All services, work and actions by the Contractor performed pursuant to, or undertaken under this Agreement.

1.38 **Shared Airport Tenant Services or SATS:** As defined in Section 364.339(1), Florida Statutes means the provision of service which duplicates or competes with local service provided by an existing local exchange telecommunications company and is furnished through a common switching or billing arrangement to tenants by an entity other than an existing local exchange telecommunications company.

1.39 **Software:**

a. Any set of one (1) or more computer or telephone system programs that is composed of routines, subroutines, concepts, processes, algorithms, formulas, ideas, or know-how severally owned by or licensed by the County and/or any one of its suppliers, regardless of the particular delivery media in or on which such intangible assets may be embodied. Software shall also include any modifications, corrections, patches, updates, or revisions to Software originally provided.

b. Software applications or programs referenced herein or required to perform the functions described in this Agreement.

1.40 **Subcontractor:** 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 irrespective of privity of contract with the Contractor.

1.41 **Sub-System:** The integrated systems, including voice mail, automated attendants, automatic call distributors, customized control routing, power supplies, remote access devices, battery back-up units, integrated voice response, uninterruptible power supplies, network data systems and any related and embedded Software reporting products so designated by the County.

1.42 **System:** The telecommunications and network systems, which may include Equipment, network switches, telephone switches, Wi-Fi, Sub-Systems, related Software, and peripheral equipment.

1.43 **TAC:** Technical Assistance Center

1.44 **Tenant:** Any individual, government entity, company, or business located at the Airport, under lease with the County or MDAD or otherwise engaged in the activities of serving Airport users, passengers, or the movement of cargo.

1.45 **Unsatisfactory Work:** Work or performance that is defined as failing to comply in any respect with the manufacturer's published specifications, or the requirements or the scope of work as defined in this Agreement or by either MDAD or a SATS customer in its work order.

1.46 **Work:** All matters and things required to be done by the Contractor in accordance with the provisions of this Agreement.

1.47 **Workaround:** The initial restoration of the supplied Services followed by the permanent repair of any impacted components.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

ARTICLE 2
NON-EXCLUSIVE AGREEMENT

Notwithstanding any other provision of this non-exclusive Agreement, the County is not precluded from retaining or utilizing any other contractor(s), staff, or a combination of contractor(s) and staff to perform any services within the contract limits defined in the Agreement. The County may elect to competitively procure and contract any infrastructure or system additions and changes, including, but not limited to 1) outside plant extensions, 2) major changes in network architecture, 3) premise wiring at all Airport facilities, and 4) other telecommunications infrastructure changes. The Contractor shall have no claim against the County as a result of the County electing to retain or utilize such other contractor(s) to perform any such services, provided that the County shall instruct all other contractor(s) that they shall not act in a way that would disrupt or interfere with Contractor's performance of its duties, and take all other reasonably possible steps to avoid any such disruption or interference.

ARTICLE 3
SCOPE OF SERVICES

Services to be Provided
The Contractor shall furnish all labor, new materials, tools, supplies and other items required for the design, installation, maintenance, repair, and management and operational support services for: (i) all voice and data network infrastructure for MDAD, its users and tenants; (ii) the management of shared airport tenant services ("SATS") for the County to tenants and users at the Airport (collectively, the "Work"); and (iii) the management of cybersecurity services for MDAD, its users and tenants.

The Work includes, but is not limited to:

a) provisioning of voice and data network services; and the purchase and management of cybersecurity services;
b) maintaining existing and future voice and data networks infrastructure equipment including operation, maintenance, repair, monitoring, and support of network devices such as routers, switches, and servers;
c) supporting of circuits, including vendor resolutions and support of environmental including UPS devices for all switches and routers at all sites;
d) daily analysis of network performance to research trending and troubleshooting from end point to end point to enable quick resolution of system degradation;
e) providing capacity planning for all network links, PBX switches and trunk groups;
f) providing an on-site Help Desk and Network Operation Center, and a Security Operations Network Center dedicated to providing uninterrupted service to airport operations and monitoring of the security network for cyber threats;
g) managing the existing voice and data network infrastructure;
h) maintaining records as required by MDAD, including but not limited to, equipment and cable plant, record keeping of work order activity, equipment inventory, telephone number inventory, number dialing plan, key sheets, and cable management to the Intermediate Distribution Frame level and jack level for existing and new structure;
i) managing the turn-key installation of new voice, data and network services such as user training on equipment, project scheduling, and appropriate billing to MDAD and SATS customers;
j) provision of CATV;
k) billing user customers for services, and also for the specified equipment, including when specifically requested by appropriate work order;
l) needs assessment;
m) system design;

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

n) procurement of equipment and parts;
o) documentation and reports;
p) record keeping and inventory;
q) managing the public Wi-Fi
r) any other functions related to the provisioning of the services.

The Contractor shall also be responsible for providing, installing and maintain technical systems hardware and software associated with the management of all telecommunications Asynchronous Transfer Mode ("ATM") Gigabit Ethernet & ATM infrastructure. In addition, the Contractor shall maintain computer hardware and software and the database associated with the cable record systems, the New Security System Cable Management System (after the initial contract expires with that system's provider), and any billing system the Contractor chooses to employ subject to approval by the MDAD. These software applications shall be maintained and operated at such a level that is suitable to maintain the quality of service or additional requirements outlined in the resultant Agreement or other sections of this solicitation. Back-ups shall be performed and maintained off-site by the Contractor for all key technical systems to ensure data integrity and disaster recovery.

The complete service requirements for the ensuing agreement are included as **Exhibit A. Telecommunications and Network Management Services Specification.**

ARTICLE 4
STAFF

The Contractor shall initially provide for a staff of fifty-two (52) persons to support the operations, management, maintenance, service, support and equipment and supplies of the telecommunication and data network infrastructure, hardware and software systems as herein described in this Agreement. Subcontractors shall only be used, subject to prior written approval from the Department, when the existing work force is unable to perform project management services within established time frames, and for installation of cable and conduit requiring permits from the Building & Zoning Department. The County may require proof of need from the Contractor in this regard.

The Contractor will operate on its own network, and provide its own email service. MDAD will provide one (1) network connection and email account to each of the Contractors IT Service Desk staff members as required to support the IT Service Desk functions at MIA. The Work Order and Trouble Ticketing system supported by the Contractor resides on the County operated LAN at MIA. MDAD will provide the Contractor with access to system and server to enable the support and maintenance requirements detailed in the Telecommunications and Network Management Specifications.

Prior to the beginning of each month, the Contractor shall provide MDAD with its upcoming month's work schedule. This schedule shall list employee's name, date and hours each employee is scheduled to work throughout the month. The schedule shall also list the after-hours emergency employee(s) name and cellular phone number.

4.1 On-Site Management Maintenance and Operations Staff

The Contractor shall provide, either through its own staff or through Subcontractors, competent and sufficient staff to perform the Work described in Article 3 entitled "Scope of Services" of this Agreement, required by the County. The Contractor shall provide a list of all staff assigned to this Agreement that includes their title and job responsibilities. Any changes in staffing shall be approved in advance by the Department. If additional staff are needed to perform the Services, the Contractor shall submit a staffing proposal request that includes justification and a cost proposal to the County for its consideration and approval. The County reserves the right to review the Contractor's operations, and if the System and/or staff requirements decrease, can correspondingly reduce the management fee. The management fee

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

may be correspondingly reduced as a result of the County's decision to retain or employ its own staff or others. Such reductions, for any reason, may decrease the total number of Contractor staff down to no fewer than forty (40) people to perform a portion of the Services required.

Exhibit "C" provides the County's requirements regarding job descriptions and qualifications. The County reserves the right to review all Contractor's employee resumes, from time-to-time, to ensure these requirements are met. Based on the current scope of Work contemplated under this Agreement, Exhibit "A" includes an organizational chart provided for Contractor's understanding of the approximate number of employees needed to perform the work outlined in this Agreement.

The Contractor shall recruit, screen, and employ such full-time and part-time staff as needed, for the Contractor to competently and efficiently fulfill its obligations under the terms of this Agreement. The Department shall have the right to approve staff to be employed in designated classifications or levels.

4.2 Staff Standards

A. The Contractor shall only fill positions with staff who have met all of the staff provisions of this Agreement and who meet the training qualifications required for each position. All licenses and certifications for each position shall be kept current to meet the requirements for the Equipment and Work at the Department.

B. The Contractor shall ensure that all employees present a clean, neat and professional appearance at all times, and perform their duties in a cooperative, courteous, and efficient manner. Contractor employees shall be dressed in manner suitable for the type of work they are to perform.

C. The County reserves the right, and the Contractor agrees, to have the Contractor's staff swipe its identification badges at locations specified by the County whenever the Contractor's employees start or finish their shift or at the beginning and end of their lunch break.

D. Removal of Staff

The County reserves the right to request the Contractor to remove from the Contractor's staff, within fifteen (15) days of receipt of written notice, any individual performing services under this Agreement, whose performance, behavior, or conduct is found unsatisfactory to the County or MDAD. The Contractor shall supply competent employees. The County may require the Contractor to remove an employee the County deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on County property is not in the best interest of the County. Any employee of the Contractor's staff in violation of the current federal, state, and County security provisions shall be subject to immediate removal from the Contractor's staff assigned to perform the duties under this Agreement. If a license or certification is revoked, suspended or expired for any employee that is required to maintain a specific license or certification in order to perform his or her duties under this Agreement, the employee shall be subject to immediate removal from the Contractor's staff for this Agreement, and another employee with the required license or certification shall be tendered for the MDAD approval.

E. The Contractor acknowledges and agrees that the Contractor, its Subcontractors, and all employees are subject to all federal, state, and local laws. As required by an employee's assigned duties, the employee must be eligible for applicable federal, state, and local clearances and certifications including but not limited to, the Transportation Safety Administration, Customs, Homeland Security Department, and Immigration and Naturalization Services.

F. The Contractor shall require that any employee performing services under this Agreement who is arrested on-duty or off-duty shall within a reasonable amount of time, not to exceed three (3)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

calendar days, notify the Contractor, who will immediately notify the MDAD Contract Manager. Failure to notify the MDAD Contract Manager of an arrest shall result in administrative action up to and including the removal of said employee from the Contractor's staff for this Agreement. In addition, the employee can lose access to secured areas of the Airport in accordance with applicable federal, state, and local laws.

4.3 Employees are the Responsibility of the Contractor

All employees and subcontractors of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction, and neither employees nor agents of the County. Each Contractor employee shall have and wear proper identification.

4.4 Tips and Gratuities

No employee of the Contractor shall be permitted, directly or indirectly to solicit, accept, or request any form of tip or gratuity.

4.5 Employee Relations Expenses

The Contractor shall not be reimbursed by the Department for any legal or other services with respect to employee relations' matters applicable to employees of the Contractor.

4.6 Language Requirements

All Contractor employees must be able to take instructions from its management or, in the event of an emergency, from the Department, and shall be required to communicate, speak and write in English proficiently.

4.7 Other Agreements

The Contractor shall not, without the specific advance written approval of the Department, which approval may be withheld without stated cause, enter into any contract, agreement or arrangement of any kind, which would or could in any way serve to: (a) increase reimbursable operating expenses for wages or fringe benefits; (b) modify or change the duties, work rules, working hours or responsibilities of reimbursable employees of the Contractor hereunder; or (c) delegate or assign to any other party the right to make decisions as to such matters.

4.8 Labor Activity

If any strike, boycott, picket, work stoppage, slowdown or other labor activity is directed against the Contractor at the Airport, which results in the curtailment or discontinuance of Services performed hereunder, the Department shall have the right, during said period, to cause the Services required to be provided under this Agreement to be performed by others without any liability to the County. During such period, this Agreement may be abated at the sole discretion of the County. During such period, the Contractor's "Management Fee", as delineated in subarticle 8.1, shall be proportionately reduced. If such strike, boycott, picket, work stoppage, slowdown, or other adverse labor activity continues for a period to fifteen (15) days, the County shall have the right to terminate this Agreement for cause.

4.9 Competing Employment

Contractor's on-site employees shall not engage in any type of activities for the provision of services outlined in this Agreement to entities other than MDAD and the SATS customers of the Department during

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

said working hours under this Agreement. The employees shall be dedicated totally and solely to the fulfillment of the Contractor's obligations at the Airport required by this Agreement, during said working hours. Except as may be required by law, the Contractor and its employees, agents, Subcontractors and suppliers shall not represent, directly or indirectly, that any product or service provided by the Contractor or such other parties has been approved or endorsed by the County.

4.10 Continued Engagement of Critical Staff

Pursuant to Miami-Dade County Resolution No. R-744-00, the Contractor shall identify those specific technical or professional staff, which may affect the firm's qualifications or capabilities to perform the Services under this Agreement. Such staff must be consistent with the staff proposed at the public hearing and/or listed in the Contractor's proposal and shall not be replaced except when the Department determines, in its discretion, that the proposed replacement staff have equal of greater qualifications or capabilities to perform the Services.

ARTICLE 5
OFFICE SPACE, PARKING ARRANGEMENTS AND NETWORK / APPLICATIONS ACCESS

5.1 Existing Operations / Engineering Space

A. Based on fifty-one (52) assigned staff, MDAD will provide limited space to the Contractor for its workspace for (i) offices, (ii) IT Service Desk (collectively, the "Space"), and storage space with loading dock for cables, to the Contractor at no cost. In the event this Space becomes unavailable, the County will provide comparable space to the Contractor at the Department's expense. No additional space will be provided by the Department in its facilities for additional staff of the Contractor or any of its Subcontractors.

B. Custodial Service for Equipment Rooms and Office Areas: MDAD will provide routine custodial service for the Contractor's offices and engineering area. This service shall include cleaning of floors, and emptying of waste paper and recycled paper containers. This custodial service shall not include the routine cleaning of the MIA Terminal Building Switch Room and the Building 3030 Switch Room. These locations shall be cleaned and maintained by the Contractor.
In addition, the Contractor is responsible for providing preventative maintenance in and on all equipment rooms as follows:

1. Each telecommunications equipment room shall be provided with periodic checking to ensure an environment that is suitable for the equipment.
2. The Contractor shall immediately notify the Department when it finds debris left by other contractors, vendors, or suppliers of the Department.
3. When necessary, the Contractor shall perform cleaning (whether self-performed or via subcontract) to ensure a suitable environment that shall include the removal of debris and the cleaning of equipment, cabling, and terminations for all primary and special equipment rooms.

C. Maintenance and Repair: The Contractor shall preserve the Space in good working order and condition, subject to ordinary wear and tear.

D. Alterations and Signs: The Contractor shall not alter the support space in any way whatsoever, erect any signs, nor permit any advertising of any nature without prior written approval from the Department.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

5.2 Parking Arrangements

The County shall furnish parking permits for Contractor's assigned staff for the term of this Agreement. **Construction vehicles and equipment will only be authorized at the job site and at pre-assigned parking areas**.

5.3 Furniture and Supporting Equipment

The Contractor shall provide its own office furniture and supporting office equipment, including but not limited to, desks, chairs, filing cabinets, cell phones and paging devices, wall partitions, copiers, personal computers ("PCs"), and facsimile machines. The cost for these items shall be in the rate structure shown in Exhibit "F". No separate compensation for furniture and equipment shall be considered. Upon termination or expiration of this Agreement (whichever comes first), the Contractor will abandon in place all Contractor owned wall partitions, desks, chairs and filing cabinets. Upon such abandonment, all ownership of this furniture will revert to the County.

5.4 Office Supplies and Consumable Items

All office supplies and consumable items used in performance of the Contractor's work shall be provided by the Contractor.

5.5 Telecommunications Costs

MDAD will provide telephones and related services for all Contractor's operations and maintenance work within MDAD, including local calling within Miami-Dade County. The Contractor will be provided telephone service (local service and voice mail) using the MDAD telephone systems. This will include limited extensions and telephone sets to support its operations at MIA. The Contractor shall be responsible for all long distance telephone charges of a personal nature or those non-related to MDAD business, made from MDAD telephones. A monthly reimbursement to MDAD will be made by the Contractor to compensate the County for any such long distance charges. If the Contractor decides to use the local service provider, it will be entirely responsible for any initial and recurring charges associated with these lines. Any special circuits required for additional functionality will be provisioned and paid for by the Contractor. Paging service will be provided by the Contractor to allow for paging of Contractor's key individuals as alarm conditions are experienced. Cellular phones (or radios) required for technicians and key management staff will be entirely at the Contractor's expense.

5.6 Computer Network / System Application Access

The Contractor will operate on its own network, and provide its own email service. MDAD will provide one (1) network connection and email account to each of the Contractors IT Service Desk staff members as required to support the IT Service Desk functions at MIA. The County will make available As-built drawings if they exist and are available and as necessary. The Work Order and Trouble Ticketing system supported by the Contractor resides on the County operated LAN at MIA. MDAD will provide the Contractor with access to system and server to enable the support and maintenance requirements detailed in the Telecommunications and Network Management Specifications.

ARTICLE 6
SECURITY AND AIRFIELD OPERATIONS AREA

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

6.1 Contractor acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Customs and Border Protection ("CBP"), Federal Aviation Administration ("FAA"), and MDAD as set forth from time to time relating to Contractor's work at the Airport. Contractor fully understands and acknowledges that any security measures deemed necessary by the Contractor for the protection of jobsite, or equipment and property and access to the airfield operations area ("AOA") through the jobsite shall be the sole responsibility of the Contractor and shall involve no additional cost to MDAD. All such security measures by the Contractor shall be in accordance with the TSA, 49 C.F.R. Parts 1500 *et alia* and the MIA security plan. The Department shall notify the Contractor of all security related amendments that impact the Contractor's operation.

6.2 All project plans, engineering records, procedures, schematics, diagrams, and manufacturer and Contractor manuals prepared by the Contractor and its Subcontractors under this Agreement shall follow security requirements of the TSA, 49 C.F.R. Parts 1500 *et alia* and other MDAD security procedures and shall bear the following warning:

A. Warning Notice: This document contains sensitive security information that is controlled under the provisions of 49 C.F.R. PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration, 400 7th Street, S.W., Washington, DC 20590 or the Federal Security Director at Miami International Airport. The unauthorized release of this document may result in civil penalty or other action. For United States government agencies, the public availability of this document is to be determined under 5 U.S.C. § 552.

B. In accordance with Florida Statutes § 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, … or other structure owned and operated by an agency as defined in s. 119.011 are exempt …" from public records to ensure the safety of government infrastructures and to ensure public safety. The Contractor represents it has completed and notarized a Confidentiality Affidavit, included in the Affidavit section of this Agreement, which certifies the Contractor and each employee agree, in accordance with Florida Statutes § 119.07(3)(ee), to maintain the exempt status of this information. Information made exempt by this paragraph may be disclosed to a licensed architect, engineer, or contractor who is performing work on or related to the Airport. The entities or persons receiving such information shall maintain the exempt status of the information.

C. In addition to the above requirements in this subarticle, the Contractor agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include but is not limited to:

1. Each employee of the Contractor and its Subcontractor(s) that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the Documentation unless authorized by MDAD.

2. The Contractor and its Subcontractor(s) agree in writing that the Documentation is to be kept and maintained in a secure location.

3. The Documentation shall be numbered and the whereabouts of all Documentation shall be tracked at all times.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

4. A log is developed to track the Documentation including logging in the date, time, and name of the individual(s) that work on or view the Documentation.

6.3 MDAD authorized identification badges will be issued to all Contractor employees working in the security identification display area ("SIDA") or any other secured area of MIA. All such employees will be issued photo identification badges and will be subject to Federal Bureau of Investigation ("FBI") fingerprint based criminal background investigation.

6.4 The Contractor shall be responsible for requesting MDAD to issue identification badges to all employees whom the Contractor requests be authorized access to the SIDA, and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all staff transferred from MIA assignment or terminated from the employ of the Contractor or upon final acceptance of the work or termination of this Agreement. Contractor will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and identification issuance.

6.5 All employees of the Contractor and its Subcontractor(s) who must work within MDAD secured areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Identification badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. MDAD Security and Safety Division shall provide the identification badges to the Contractor. Each employee must complete the SIDA training program conducted by MDAD and comply with all other FAA or MDAD requirements as specified by MDAD at the time of application for the identification badge before an identification badge is issued.

6.6 Ramp permits will be issued to the Contractor authorizing vehicle entrance to the AOA through specified MDAD guard gates for the term of this Agreement. These permits will be issued only for those vehicles (including vehicles belonging to the Subcontractor(s)) that must have access to the site during the performance of the Agreement. These permits will be only issued to Contractor owned vehicles or to Contractor leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request. Unless otherwise specified in the Agreement, ramp permits will not be required or issued by MDAD for work performed at the GAAs.

6.7 Before the Contractor shall permit any employee with pictured identification to operate a motor vehicle on the AOA without MDAD escort, the Contractor shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss, revocation, or suspension of one's Florida driver's license.

6.8 The Contractor agrees that its staff, vehicles and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that MDAD has the right to prohibit an individual, agent or employee of the Contractor or Subcontractor(s) from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, sabotage or other unlawful activities, including but not

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

limited to repeated failure to comply with MDAD, and TSA SIDA and AOA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his or her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

The Contractor acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, sabotage and other unlawful activities at MIA and to maximize compliance with MDAD and TSA access control policies and procedures.

6.9 The Contractor understands and agrees that vehicles shall neither be parked on the AOA in areas not designated or authorized by MDAD, nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

6.10 The Contractor understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services ("FIS") agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the FIS agencies shall not be employed by the Contractor in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the FIS agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Contractor.

6.11 Notwithstanding the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Department shall notify the Contractor, in writing, of all security related amendments.

6.12 The Contractor shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD, CBP, or appropriate federal agencies may require.

6.13 Contractor agrees that it will include in all agreements with its Subcontractor(s) an obligation by such parties to comply with all security requirements applicable to their operations at MIA. Contractor agrees that in addition to all remedies, Monetary Assessment for Non-Performance and sanctions that may be imposed by MDAD, CBP or the TSA upon the Contractor's Subcontractor(s) and its individual employees for a violation of applicable security provisions, the Contractor shall be responsible to MDAD for all such violations and shall indemnify and hold MDAD harmless for all costs, fines and Monetary Assessment for Non-Performance arising therefrom which shall include reasonable attorneys' fees.

6.14 AOA Security at GAAs: The Contractor and its Subcontractor(s), and suppliers shall "sign in" and "sign out" at the airport's manager's office or his designated representative whenever the Contractor is performing work at a GAA.

6.15 In the event the Contractor is assigned a project within the Customs area and the Contractor is required to obtain an Airport Customs security bond (Exhibit "E"), the Department shall reimburse the Contractor the cost of the premium for such bond, as substantiated by the invoice.

ARTICLE 7
BUDGETING

7.1 Preliminary Budget Estimate

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Annually, on or before August 1st, the Contractor shall provide the Department with a preliminary budget estimate (the "Preliminary Budget Estimate") for all expenses anticipated to be needed to provide for the Scope of Services in the following fiscal year under this Agreement. The estimate shall be established in good faith, but shall not be a warranty or assurance of any kind regarding the actual expenses which will be incurred. The preliminary budget estimate is intended to allow the Contractor to work with the County in order to assist it in its budgeting for expenses related to the Scope of Services in the following fiscal year. The Contractor shall also provide a projected SATS billing report for the following fiscal year.

The Contractor's price proposal for the Scope of Services (except for future plans) for the System will be the initial Preliminary Budget Estimate, which is attached to this Agreement as Exhibit "F".

The Preliminary Budget Estimate shall include comparisons to the current fiscal year with a summary of all recommended changes in compensation and staffing, if any, and include the following:

A. The total number of employees of Contractor under this Agreement.

B. A classification title and job description of each job to be performed by employees of Contractor hereunder.

C. The total number of employees who will be performing each job classification hereunder.

D. The total wages or salary to be paid each employee hereunder according to job classification.

E. The multiplier.

F. Total prices for Obligations with Vendors.

G. Estimated total Subcontractor prices.

H. Estimated total parts and materials prices.

I. Estimated total Reimbursable Expenses.

7.2 Pricing of Employee Expenses by the Contractor

Contractor shall not change, alter or modify any of the following, without the prior written approval of the Department:

A. The total number of employees of Contractor used to perform the Services hereunder.

B. The classification and job description of each job to be performed by employees of Contractor used to perform the Services hereunder.

C. The number of employees who will be performing each job classification hereunder.

D. The wages or salary to be paid each employee hereunder according to job classification.

E. The multiplier.

F. The maximum number of entry-level employees retained by the Contractor during any twelve (12) month period.

7.3 Changes in Employee Expenses by the Department

The Department may, at any time, upon fifteen (15) days written notice, require the Contractor to change, alter or modify any or all of the following:

A. The total number of employees of Contractor paid for by the County according to the provisions hereunder, subject to the provisions of Article 4 entitled "Staff" of this Agreement.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

B. The classification title and job description of each job to be performed by employees of Contractor hereunder, provided that the County shall compensate the Contractor for any increased compensation due employees as a result of an increase in title or job description, and that no reduction in title or description and associated reduction in compensation may occur which would result in an employee being assigned whose classification level is below that which is proper for the services to be performed.

C. The number of employees who will be performing each job classification hereunder, provided that the County shall compensate the Contractor for any increased compensation due employees as a result of an increase in the number of employees, if approved by the County. No reduction shall occur which causes the number of employees performing in a different job classification, to become insufficient to perform the services required in that other classification.

If any such change, alteration or modification results in an increase or decrease in employee expenses, then the compensation as defined in the Payments and Cost Reimbursements article shall be adjusted accordingly by the Department.

ARTICLE 8
PAYMENTS AND COST REIMBURSEMENTS

The monies paid the Contractor shall be determined as set forth in sub articles below and may be greater or less than the Total Price.

8.1 Total Price (Management Fee):

The Contractor shall be paid an annual fee (the "Management Fee") which is the sum of actual: (a) Base Salaries; (b) payroll multiplier (i.e., that percentage of Base Salaries derived by multiplying the Base Salaries against the agreed payroll multiplier); (c) subcontracts as provided for in Article 8.4; (d) and other approved reimbursements as described in Article 8.3.

This fee is full compensation for all of the management of operations, and all costs associated therewith,, maintenance, service, support and procurement services, including all Obligations with Vendors associated with the telecommunications systems provided in the telecommunications and data network infrastructure, hardware and software systems specification as herein described in this Agreement. This Management Fee is inclusive of: (i) the Contractor's profit, overhead, and indirect costs for these Services, (ii) a staff transition cost for the first year of this Agreement, and (iii) all other costs associated with complying with the requirements set forth in this Agreement.

A. The payment for either a partial month or staffing of less than fifty-one (52) people shall be pro-rated based upon the price proposal schedule, included as Exhibit "F", to this Agreement.

The County reserves the right to review the Contractor's operations and if the requirements increase or decrease, the County may correspondingly increase or reduce the Management Fee based upon an addition or reduction in the Contractor's staffing, or change in Obligations with Vendors.

The payroll multiplier is all inclusive, and compensates Contractor for all expenses directly or indirectly related to that employee's compensation, including but not limited to, social security, Medicare, health and life insurance, unemployment, all benefits which include fringe benefits including Contractor Holidays, holiday pay, overtime (other than that provided in sub-article 8.3.D), annual, sick, and other types of leave, five (5) to ten (10) days a year technical training

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

at the National Technical Resource Center ("NTRC"), and associated facilities provided to the employee such as vehicles, office equipment, office supplies, furnishing, and test equipment.

B. The Department shall increase the individual yearly salary for On-site Management Maintenance and Operations Staff and After Normal On-Site Work Hours Rates (see Exhibit "F"), effective the first day of the third (3rd), fifth (5th), seventh (7th) and ninth (9th) years of the Agreement by the percentage increase in the annual United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U"), Miami-Fort Lauderdale, as reported for the prior twelve (12) calendar months. For any year subject to a CPI-U increase: (i) if the CPI-U for the prior twelve (12) months is equal to or less than zero, then the individual yearly salary shall not be increased or decreased but shall continue unchanged from the prior year; and (ii) if the CPI-U for the prior twelve (12) months exceeds two and one-half percent (2.5%), then the individual yearly salary shall ONLY be increased by two and one-half percent (2.5%). In addition, the cumulative individual yearly salary increases for the Agreement based upon CPI-U, including extensions shall not exceed a maximum of ten percent (10%). Last, the Contractor's payroll multiplier is not to be included in any calculations of individual yearly salary increases based upon CPI-U.

C. In addition to B above, the Department may, but shall not be required to, adjust the salaries of the Contractor's staff, as may be proposed by the Contractor for specific classifications on a case by case basis to address unforeseen changes in market conditions. However, in no case shall such adjustment exceed the cumulative change in the Consumer Price Index, Miami-Fort Lauderdale, All Items, through the date of such adjustment. In the event that the County does not approve such adjustment, the Contractor shall continue to diligently provide service under this agreement consistent with the expected standard of care.

8.2 Intentionally Omitted

8.3 Reimbursements

All Reimbursable Expenses shall be approved in advance by the Department. The Contractor shall represent and warrant on each invoice that it submits for payment of a reimbursable item, that it has no interests, directly or indirectly, in the reimbursable products or services that have not been disclosed in writing and approved by the County, and that all direct or indirect discounts related to the purchases have been provided to the County. Payment for Reimbursable Expenses may be requested monthly and shall be made on duly certified invoices listing such expenses and substantiated by supporting documentation. The Contractor shall be entitled to the following direct reimbursements without any additional Contractor's mark-up of any kind except where noted:

A. Procurement of Material, Equipment and Inventory: The Contractor shall submit to the Department, for each item purchased, the item, the price and a grand total, including the amount of freight, and the work order number. The Contractor shall be entitled to a **seven percent (7%) markup of the price** of the procurement of material, equipment and inventory as Management Fee compensation for the Contractor's management of these procurement services.

B. Airport Customs security bond (Exhibit "E") at cost.

C. When an on-site technical training course is requested by the County, the County will pay for the cost of the training class, Contractor's instructor's airfare, lodging and meals during the training session, in accordance with Chapter 25 of Miami-Dade County Code, Aviation Department Rules and Regulations, and Administrative Order 6-1.

D. In the event that the Contractor responds to calls after normal on-site work hours, the Contractor will be compensated at the respective based rate times 1.5 for staff for work performed after on-site hours of operation Monday through Sunday and at the respective rate for staff for work

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

performed after on-site hours of operation on Contractor Holidays as specified in the Technical Specification. If an employee has to come on-site and responds from home to resolve the problem, Contractor will be allowed to bill a four (4) hour minimum for each occurrence. If Contractor responds only to a phone call from home and does not come on-site, Contractor shall be allowed to bill one (1) hour for each occurrence.

E. The payment of regular hours of all staff. For the payment of approved overtime, however, the reimbursement to the Contractor will be paid in the amounts provided in clause (D) above. There shall be no overtime payment for any management and/or supervisory staff.

F. Parking reimbursement for Contractor's employees (other than designated parking garage).

8.4 Subcontractors and Obligations with Vendors

All Subcontractors and Obligations with Vendors shall be approved in advance by the Department.

The Contractor shall represent and warrant on each invoice that it submits for payment of the following listed items, that it has no interests, directly or indirectly, in the referenced products or services that have not been disclosed in writing and approved by the County, and that all direct or indirect discounts related to the purchases have been provided to the County. Contractor, unless otherwise permitted by the County in writing, shall solicit no less than three competitive bids for subcontractors or vendors. Payment for Subcontractors and Obligations with Vendors may be requested monthly and shall be made on duly certified invoices listing such expenses and substantiated by supporting documentation, which shall include the original Subcontractor or Obligations with Vendors invoice(s). The Contractor shall be entitled to monthly payments of its invoices related to the following items:

Subcontractors, when previously approved by the County if necessary for the accomplishment of the Services., the cost of the Subcontractor will be reimbursed to the Contractor at Subcontractor's invoice cost to the Contractor plus **seven percent (7%).** The costs associated with variable Obligations with Vendors will be reimbursed to Contractor at cost plus **seven percent (7%)**, payment of which shall be, full compensation for the Contractor's management of the work supplied inclusive of overhead, profit, indirect costs, management, and support by Contractor.

The County shall have no obligation to pay the Contractor any additional sum in excess of this lump sum amount, except for a change and/or modification to work order(s) approved and executed in writing in advance by the County and the Contractor.

All Services undertaken by the Contractor before the County's approval of the respective work order shall be performed at the Contractor's sole risk and expense.

8.5 Non-Reimbursable Expenses.

Unless specifically authorized in writing in advance by the Department, the Contractor shall not be reimbursed for expenses of the following type or kind:

A. The Contractor's legal and accounting fees.

B. Charitable and political contributions.

C. Travel and living expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Services, except that travel for, when approved in advance for training, may be submitted for reimbursement as limited by Miami-Dade County Administrative Order No. 6-1, "Travel on County Business" and County Resolution No. R-1345-03. For purpose of this Contract, all staff are assumed to be residents of Miami-Dade County

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

and all travel would originate in Miami-Dade County. Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.

D. Corporate public relations, gifts, dues, subscriptions, and memberships.

E. Any penalties, assessments or fines issued by any court or authorized government entity or agency, unless such penalty, assessment, or fine results from the direct action or inaction of the County, provided however, that the County will not be liable for such amounts when acting in its governmental capacity.

F. All taxes of any kind.

8.6 Cash Losses or Losses from Employee Theft

All cash losses or losses from employee theft shall be the responsibility of and be reimbursed by the Contractor.

8.7 Prompt Payment

The Contractor shall be responsible for making prompt and timely payment of all obligations arising out of this Agreement, to maximize the potential for available discounts and rebates, and comply with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. All discounts, allowances, and rebates paid or received hereunder shall be to the credit and benefit of the County. The Contractor shall pay from its own funds any penalty, fine or like assessment resulting from any late, delinquent, or delayed payment of an obligation hereunder; provided, the Contractor has not been unduly delayed in making payment of such obligation by action or inaction of the County.

8.8 Method of Billing and Payment

Contractor may submit monthly statements as set forth in this article on a monthly basis, ***but only after*** the Services for which the monthly summary statements are submitted have been completed. An original monthly summary statement as set forth below is due within thirty (30) days of the end of the month, except the final invoice which must be received no later than sixty (60) days after this Agreement terminates or expires. Invoices shall designate the nature of the Services performed and/or the expenses incurred.

Prior to submitting its first invoice, the Contractor shall submit a sample format of its monthly-itemized summary statement and invoice for the Department's review and approval for use for this Agreement.

The Contractor will provide itemized billings for purchases made on behalf of, and authorized by MDAD. These itemized billings shall be sufficiently detailed to establish the cost to the County of individual components supplied.

All invoices for subcontracted labor costs shall have attached supporting invoices with details of staff employed, hours worked, amounts paid and such other information as necessary to ensure compliance with the terms of this Agreement.

8.9 Payments to the County:

In the event, the Contractor either collects monies on behalf of the Department or owes monies to the Department, then the Contractor shall tender all monies payable, as required by the Agreement, pursuant

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

to the following:

In Person:	Miami-Dade Aviation Department Finance Division 4200 NW 36th Street Building 5A, Suite 300

During normal business hours, 8:00 A.M. to 5:00 P.M. Monday through Friday

By Mail:	Miami-Dade Aviation Department Finance Division P.O. Box 526624 Miami, Florida 33152-6624
By Express Mail:	Miami-Dade Aviation Department Finance Division 4200 NW 36th Street Building 5A, Suite 300 **Miami, Florida 33122**
By Wire Transfer:	In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.
By Credit Card:	Miami-Dade Aviation Department Finance Division- Cashier's Office 305-876-0652

8.10 Payments to the Contractor

The County shall pay the Contractor within forty-five (45) calendar days of receipt of the Contractor's invoice, pursuant to Section 218.74, Florida Statutes and Section 2-8.1.4(4)(b) of the Code. All invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Project Manager. Payment may be withheld or delayed for failure of the Contractor to comply with a term, condition, or requirement of this Agreement. Within the time for payment, the County shall deliver written notice to Contractor setting forth the specific reasons why any portion(s) of an invoice are not being paid, but the County will notify the Contractor within thirty (30) days. Interest on improperly delayed payments shall be paid at the rate of one percent (1%) per month, and commence thirty (30) days after the due date of the payment.

Payment shall be made to Contractor at:

Contractor
Norstan Communications, Inc. dba Black Box Network Services
PO Box 639875
Cincinnati, OH 45263-9875

8.11 Subcontractors Payment Report

In accordance with Sections 2-8.8 of the Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount in the attached Subcontractor Payment Report (see Forms Section attached to this Agreement).

8.12 Miscellaneous

Except as specifically permitted under the Subcontractor Relations article of this Agreement, the County shall not offset an amount claimed to be due, against an invoice which otherwise is payable in accordance with sub-articles 8.8 and 8.10.

The Parties will comply with Section 196.295, Florida Statutes, as amended, titled "Property Transferred to Exempt Governmental Unit; Tax Payment into Escrow; Taxes Due from Prior Years.".

ARTICLE 9
WARRANTY

9.1 New Systems / Equipment / Software / Installations / Service and Documentation Warranty

A. New Systems / Equipment / Software:

Contractor represents and warrants that Contractor is in compliance with the manufacturer's warranty of any Equipment, Systems, Sub-Systems, Software and parts thereof purchased through the Contractor or used by the Contractor under this Agreement, during the term of this Agreement. The Contractor shall function and operate the Equipment, Systems, Sub-Systems, Software and parts thereof in accordance with the manufacturer's published specifications and all applicable County specifications, requirements and design guidelines. The Contractor shall perform all actions necessary to enforce such manufacturer's warranty for the Equipment, Systems, Sub-Systems, Software, and parts thereof.

Contractor agrees to ensure all warranty service shall be kept or maintained. Contractor shall be responsible for enforcing warranties of the equipment purchased from other contractor(s) and vendor(s), provided that litigation shall only be required at the Department's request and expense for enforcement of a warranty.

If the Contractor is unable to repair any defective items purchased or used by the Contractor, the Contractor shall replace and reinstall such replacement items at no additional cost to County. Warranty service includes: (i) preventive maintenance based upon the specific needs of the individual items of the Equipment or parts; (ii) unscheduled, on-call remedial maintenance; and (iii) adjustments and replacement of Equipment or parts deemed necessary by Contractor. Warranty service shall be provided at no cost to the County.

The Contractor covenants and represents that all Equipment and all of its parts and components shall be new and unused unless otherwise approved in advance and in writing by the County, and that County shall be entitled to claim ownership and all available investment credits and that Contractor shall claim no such ownership or credits.

The Contractor shall warrant that the County shall receive free, good, clear title to, and free and clear of all liens and encumbrances of, all materials, deliverables and products supplied or developed under this Agreement.

If any System, Equipment, Software or part thereof fails three (3) times in any thirty (30) day period for one (1) hour or more, or for two (2) calendar days, for each such failure not due to external causes, the Department has the option to request replacement of such unit as soon as reasonably

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

possible with comparable equipment or software or capacity and performance equal to or greater than the replaced unit. If the frequency and/or duration of a specific malfunction, defect, failure or nonconformity with specifications seriously impacts the County's business operations, the Department may request, and the Contractor shall arrange, at no charge to the County, for a trained factory engineering specialist to visit the site in order to assist in resolving such malfunctions and to develop a plan of action to prevent their recurrence.

B. New Installation Warranty

Contractor warrants that all new designs and installations provided by Contractor shall meet the functional, performance, reliability and other business requirements and intended uses of County and is fit for such intended uses. Contractor warrants all installation shall be performed in accordance to applicable specifications and the County Design Guideline Manual ("DGM"). The DGM will be provided to the awarded contractor.

C. Service Warranty

Contractor warrants that it shall provide preventive and remedial maintenance for the Equipment so as to meet the requirements and service levels set forth herein.

Contractor warrants all work performed under this Agreement shall be done by qualified staff as set forth in this Agreement, and that each of its employees or agents assigned to perform services shall have proper skill, training and background so as to be able to perform in a competent and professional manner and that all work shall be performed in accordance with required schedules and referenced standards and guidelines so as to maintain the integrity of the County's system(s).

The Contractor warrants all equipment and systems shall be fully and properly functional for an average of 99.98% per uptime requirements. If the Systems, Equipment or infrastructure (i.e., System) fails to meet the agreed upon uptime or response times then County shall invoke the Monetary Assessment for Non-Performance outlined in this Agreement. It shall be the sole responsibility of Contractor to maintain a service log (the "Service Log") for the purposes of tracking and calculating the monthly uptime levels, the format of such Service Log to be mutually acceptable to both Parties. Such Service Log shall be submitted monthly for County's review.

The Contractor warrants and represents that its staff and Subcontractors have the proper skill, training, background, knowledge, experience, rights, authorizations, and licenses as necessary to perform the Services described herein.

Contractor warrants all accounting and billing records shall be accurately maintained in accordance with the provisions of this Agreement.

D. Documentation Warranty

Contractor agrees that during the term of this Agreement, all Documentation provided with Equipment, Systems, Sub-Systems, Software and parts thereof shall be furnished to the County at no additional cost. All revisions to existing Documentation and new Documentation developed for Equipment, Systems, Sub-Systems, and parts thereof not supplied by either the manufacturer or the Contractor shall be furnished to the County at cost, without any Contractor mark-up. Contractor warrants all such Documentation developed or updated during the term of this Agreement accurately reflect the installation and operations of the systems and infrastructure and kept up to date.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

9.2 Not Covered Under Warranties

The Parties agree the warranties and covenants set forth in sub-article 9.1 shall not apply to the extent the Services rendered by Contractor are affected by any of the following: (i) unauthorized actions of the County's personnel; (ii) unauthorized actions of third parties not an agent, Subcontractor, or supplier of the Contractor; (iii) failure of software of equipment not administered by Contractor; (iv) modification of the work product by the County or third party not an agent, Subcontractor, or supplier of the Contractor; or (v) damage or malfunction of hardware or software cause by the County or third party not an agent, Subcontractor, or supplier of the Contractor.

9.3 Organizational Structure

Contractor represents and warrants that no owner, officer of the board, or director of Contractor was a previous owner, officer of the board, or director of Williams Communications Solutions. A breach of this sub-article constitutes grounds for termination of the Agreement pursuant to sub-article 31.5 of this Agreement.

ARTICLE 10
SOFTWARE AND SOFWARE LICENSE

The Contractor recognizes that title to and ownership of the existing Equipment used in connection with providing Services pursuant to this Agreement is held by and in the name of Miami-Dade County, and that such Equipment includes computer hardware and software used for telecommunications and data network purposes.

10.1 Joint Obligations

The County will keep the Software licenses for the Equipment in full force and effect during the term of this Agreement. Contractor will do nothing on its part during the term of this Agreement that will cause such license(s) to be terminated by the licensor or diminish the County's rights to use such license(s).

A. CONTRACTOR PROVIDED SOFTWARE

Certain software suppliers license on a nonexclusive basis to the Contractor, and the Contractor also develops software or has software developed for it by third parties (collectively, the "Licensed Software"). All such software is and will remain the property of Contractor or its third party suppliers. Contractor, with respect to the software it uses or develops under the terms of this Agreement, and to the extent authorized under the supplier licenses, grants the County, for such software a personal, nontransferable and nonexclusive sublicense to use the software (including related Documentation), for the life of the particular System or Equipment to which such software is related, solely to maintain, use and operate such System for which the software is initially furnished, provided the County:

(i) uses the software solely for County's governmental and business purposes in the operation of the Equipment or any new Equipment or in compliance with the requirements of this equipment, and such perpetual rights shall remain in force upon expiration and/or termination of this Agreement; and

(ii) does not copy or reproduce any of the software without the Contractor's consent, except to the extent necessary for (A) archival and back-up purposes and (B) the operation and/or use of the System and except as allowed by law, does not attempt to develop any source code from the

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

software, nor reverse engineer, decompile, disassemble, reverse translate, or otherwise translate the software into human readable form.

B. CONTRACTOR'S WARRANTY AND MAINTENANCE OBLIGATIONS UNAFFECTED

Nothing contained in this article shall diminish, extinguish, or relieve the Contractor from its responsibilities and obligations to provide maintenance pursuant to this Agreement, including, but not limited to, providing maintenance for the Licensed Software, and the payment of any and all costs for such license maintenance to the licensor, or others as may be required. In the event the County has independent of the Contractor, purchased Software or other software pertaining to the Equipment, the Contractor's right to maintain the Equipment is conditioned and contingent upon the County's having valid licenses for the Software or other software pertaining to such Equipment.

10.2 Software

The Contractor shall provide the County with Documentation, satisfactory to the County, confirming that the Contractor has acquired on the County's behalf all Software licenses required.

The Contractor shall, at its own expense, secure and administer for the County, in the County's name, any and all necessary sublicenses or direct licenses for the third party sublicenses and direct licenses upon the same terms and conditions as the license between the Contractor and the County contained herein and additional terms and conditions which, in the County's sole discretion, are acceptable to the County. The terms and conditions of such licenses or sublicense agreements shall include, but not be limited to, the right of the County pursuant to the original manufacturer's license and the Department's approved purchase order: (i) to make multiple copies of the software; (ii) to use the software on multiple processors utilized by the County or entities affiliated with the County, at no additional licensing fee; and (iii) to maintain and modify the third party software without restriction. The requirements shown in article 10 of this Agreement applies to all licenses required in the Technical Specification such as, but not limited to, Software needed for IT Service Desk, and STS Billing. If Contractor believes other software and resulting license(s) that may be required from time to time during the term of this Agreement does not apply or comply or deviates with the terms stated herein, the Contractor shall immediately notify the County of the situation, and for review and approval prior to procurement.

The Contractor hereby grants to the County, and/or its agents, suppliers and vendors a perpetual, non-exclusive, irrevocable license to use the Licensed Software, in both source and object code pursuant to the following paragraph, for any purpose not expressly forbidden by the terms in this sub-article 10.2 and as more fully described in the "Scope of License" provision below. Such license shall include but be limited to, the unrestricted right of the County to provide the Licensed Software, including the Documentation and programs therefore, to any other person(s) or entity(ies) for their use in connection with providing goods and/or services to the County.

The Contractor shall require that its Subcontractors and suppliers also grant to the County, and/or its agents, suppliers and vendors, perpetual, non-exclusive, irrevocable licenses to use the third party software in object code form, and for Contractor developed software in both source and object code form, for any purpose not expressly forbidden by the terms hereof. Such licenses shall also include but not be limited to, the unrestricted right of the County to provide the third party software, Documentation and programs therefore, to any other person(s) or entity(ies) for their use in connection with providing goods and/or services to the County.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

As used above, "irrevocable" shall include, but not be limited to, the right of the County to continue using the Contractor's Licensed Software or third party software irrespective of any breach or default pursuant to the terms hereof.

A. SCOPE OF LICENSE

The County may use the Licensed Software on any and all equipment configurations of whatever make, manufacture and/or model, owned controlled or contracted for, by 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 or which may assume the responsibilities of the County or any successors of the County, all of which uses are subject to the provisions of this sub-article 10.2.

B. SOFTWARE RELATED DOCUMENTATION

The Licensed Software related Documentation shall: (i) consist of any and all operator's and users manuals, training materials, guides, listings, design documents, specifications, flow charts, data flow diagrams, commentary, and other materials and documents that explain the performance, function or operation of individual programs and the interaction of programs within the system; (ii) control file and scripts used to compile, link, load and/or make the applications and systems; and (iii) test scripts, test plans and test data and other materials for use in conjunction with the applicable software. The Documentation will in all cases be fully applicable to the use of the programs with the Equipment, and will identify and reflect any particular features of the Equipment which may affect the normal use and operation of the programs. The County will have the right, as part of the Agreement to make as many additional copies of the Documentation as it may deem necessary.

C. OWNERSHIP OF LICENSED SOFTWARE

The Contractor hereby warrants and represents that the Contractor possesses all rights to and interest in the Licensed Software, and all portions thereof, or otherwise have the right to grant to the County the affected licenses, without violating any rights of any third party.

D. COUNTY TO EXECUTE LICENSE AGREEMENTS

The County understands that suppliers of software including the Contractor may require the County to execute license agreements in order to use the software. Contractor understands that the County is a governmental entity and may not be able to execute such an agreement, as a matter of law or administrative policy among other things, because of the terms and provisions contained therein. In the event Equipment to be supplied by the Contractor requires the County to execute a separate software license agreement, whether with the Contractor or a third party supplier of such software, then the Contractor will notify the County of such circumstances, and provide the County with a copy of the software license agreement. Contractor will not provide the County with any Equipment, System or Sub-System where the operation or use thereof is contingent upon the executed license agreement, unless and until the County has informed the Contractor that the County is willing and able to execute such license agreement.

ARTICLE 11
NATURE OF THE AGREEMENT

The Contractor shall provide the Services set forth in Article 3, Scope of Services, to this Agreement, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under the Agreement. All things not expressly mentioned in this Agreement, necessary to either enforce or carrying out its purpose and intent are implied, and the Parties shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Agreement. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Manager.

The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious, fiduciary, 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.

The Contractor shall not have liability for the immediate or long-term effects of matters related to any action or inaction by the Department. Further, if a lawsuit is brought against the Contractor, by a third party that is neither an employee nor supplier of the Contractor, and the claim is based upon the Contractor's action or inaction which occurs based upon the Department's action or inaction under this Agreement, then the Contractor may bring a Third-party claim against the County.

ARTICLE 12
MANNER OF PERFORMANCE

The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, Subcontractor, or any other person performing Services hereunder. The Contractor acknowledges that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's staff performing Services hereunder at the behest of the County.

The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals, familiar with the locations of the telecommunications infrastructure at the Airport, and other staff to meet the requirements referenced in this Agreement. The Contractor agrees to adjust its staff staffing levels or to replace any of its staff if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said staffing, is inadequate or inappropriate, or that any individual is not performing in a manner consistent with the requirements for the position.

The Contractor warrants and represents that its staff have the proper skill, training, background, knowledge, experience, rights, authorizations, and licenses as necessary to perform the Services described herein in a competent and professional manner.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

The Contractor shall at all times cooperate with the County, and coordinate its work efforts and those of its Subcontractors, to most effectively and efficiently maintain the progress in performing the Services. Similarly, the County shall at all times cooperate with the Contractor and coordinate its work efforts, and those of the County's independent contractors, to most effectively and efficiently maintain the progress in the Contractor's performance of its Services.

The Contractor shall comply with all provisions of all federal, state and County laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13
TERM OF AGREEMENT

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 tenth (10th) year, 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, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 14
CONTRACTOR REPRESENTATIONS AND WARRANTIES

When the Contractor procures parts, equipment, and software necessary to perform the Work described herein it represents and warrants it shall transfer the unencumbered title to Miami-Dade County, for all telecommunications, data, software, licenses, permits, and other assets used to provide Services pursuant to this Agreement.

ARTICLE 15
CONTRACT MANAGER AND RESOLUTION OF DISPUTES

The Contract Manager shall coordinate all County responsibilities under this Agreement. All instructions from the County to the Contractor shall be issued by or through the Contract Manager. Except for MDAD Information Systems and Telecommunications Division, and SATS customers, the Contractor shall notify any other person who attempts to give instructions that he or she must communicate with the Contract Manager. The authority of the Contract Manager is as follows:

a) The Contract Manager will determine: (i) questions as to the value, acceptability and fitness of the Services; (ii) questions as to either party's fulfillment of its obligations under the Agreement; and (iii) questions as to the interpretation of the Scope of Services.

b) Contractor acknowledges and agrees that the Contract Manager has no authority to make changes that would modify the scope of services to be provided under this Agreement.

c) The Contractor shall be bound by the determinations or orders specifically authorized under this Agreement and shall promptly obey and follow every order of the Contract Manager specifically authorized under this Agreement, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Contract Manager's determination or order. Where orders are given orally by the Contract Manager, they will be issued in writing by the Contract Manager as soon thereafter as is practicable, but not to exceed five (5) business days.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

In the event of a dispute, the Contractor must first seek to resolve every difference concerning the Agreement with the Contract Manager, for a period of thirty (30) days or such longer period as agreed upon by the Parties, which shall be a condition precedent to any lawsuit permitted hereunder. In the event the Contractor seeks to contest an issue or difference for which there has been administrative review by the Contract Manager, such subsequent lawsuit shall be considered a *de novo* proceeding.

ARTICLE 16
COUNTY EXPENDITURE AUTHORITY – NOT USED

ARTICLE 17
SUBCONTRACTOR RELATIONS

If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement 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 be discharged from its obligations and liabilities hereunder, but will be liable for all acts, omissions, or 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.

The Contractor, before making any subcontract for any portion of the Services, will state in writing to the County the name of the proposed subcontractor, the portion of the Services that the subcontractor is to do, the place of business of such subcontractor, and such other information as the County may require. The County has the right to require the Contractor not to award any subcontract to a person, firm, corporation, or joint venture disapproved or debarred by the County.

Before entering into any subcontract hereunder, the Contractor will inform the subcontractor of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such services performed by such subcontractor will strictly comply with the requirements of this Agreement.

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, license(s), and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type that is required to be performed under this Agreement.

The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the County and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between the Contractor and Subcontractors hereunder.

The Contractor shall, where agreed to by the Subcontractor, insert a clause for the benefit of the County within each respective subcontract, which permits the County to request completion of performance by the Subcontractor of its obligations under the contract. Contractor agrees that the County shall be permitted to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event that the Contractor is in breach of its obligations, and the option to pay the Subcontractor directly for the performance by such Subcontractor. Should either the Contractor or Subcontractor(s) violate the terms of this article, the County may

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

order all or any part of the subcontract work stopped, and may elect to complete the work itself or enter into an agreement with a third party to have the work completed. The cost to complete the work may be deducted from any unpaid balance payable to the Contractor. If there are no existing unpaid balances, or if the completion cost is in excess of the unpaid balance, the Contractor shall reimburse the County for this sum, plus any costs of collection. The Contractor shall be entitled to be paid for work performed to the time the work was stopped by the County. Notwithstanding, the foregoing, shall neither denote, connote, nor convey any obligation or liability on the part of the County to any Subcontractor.

NOTHING CONTAINED IN THIS AGREEMENT SHALL CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN ANY SUBCONTRACTOR AND THE COUNTY, OR ANY OBLIGATION ON THE PART OF COUNTY TO PAY ANY SUMS TO ANY SUBCONTRACTOR.

ARTICLE 18
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 19
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 20
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

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

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.

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 21
CONFIDENTIALITY

All Developed Works 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. 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 the Developed Works without the prior written consent of the County.

The Contractor shall advise its employees, agents, Subcontractors and suppliers who may be exposed to such Developed Works of their obligation to keep such information confidential and Contractor shall promptly advise the County, in writing if it learns of any unauthorized use or disclosure of the Developed Works by any of its current

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

or former employees, agents, or subcontractors or suppliers. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Developed Works.

It is understood and agreed that in the event of a breach of this article, damages may not be an adequate remedy, and the County shall be entitled to injunctive relief to prevent any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately return to the County all such Developed Works existing in tangible form, and no copies thereof shall be retained by the Contractor's employees, agents, subcontractors or suppliers without the prior written consent of the County. This Confidentiality article will survive the termination of this Agreement, and will be in effect for all periods in which the Contractor retains copies of the Developed Works. The Contractor remains liable to the County for any breach of this article until all copies of the Developed Works have been returned to the County.

ARTICLE 22
ACCOUNTING RECORDS AND AUDIT PROVISIONS

The County reserves the right to audit the accounts and records of the Contractor supporting all payments for Services hereunder and all Reimbursable Expenses including, but not limited to, payroll records and federal tax returns. The County shall have unrestricted access to all of the Contractor's books and records that pertains to the Contractor's operation under this Agreement. In addition, the County shall have unrestricted right to audit, either by County staff or an audit firm chosen by the County. Such audit may take place during reasonable business hours for the period of the performance of this Agreement and for three (3) years after final payment under this Agreement. The Contractor shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the staff hours and staff costs and other expenses associated with the Agreement. It is further agreed that said compensation provided for in this Agreement shall be adjusted to exclude any significant costs where the County determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Contractor under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the County, whichever is later. The Contractor shall pay for all audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Contractor's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within fifteen (15) day of notice of the audit results to the Contractor.

ARTICLE 23
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.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

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 staff records, and supporting documentation for the aforesaid documents and records.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

ARTICLE 24
NOT USED

ARTICLE 25
NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis 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 26
INDEMNIFICATION

26.1 Indemnification And Hold Harmless

The Contractor shall defend, indemnify, and save harmless the County, and its officers (elected or otherwise), employees, and agents (collectively "Indemnitees"), from any and all claims, demands, liability, losses, expenses and causes of actions, arising from personal injury (including death, property damage (including loss of use thereof), economic loss, or any other loss or damage), due in any manner to the negligence, act, or failure to act of the Contractor or its Subcontractors, sub-subcontractors, materialmen or agents of any tier of their respective employees arising out of or relating to the performance of the Work covered by this Contract except as expressly limited herein. The Contractor shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the County, when applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon; provided however, that Contractor's obligation to indemnify or hold harmless the Indemnitees for damages to persons or property caused in whole or in part by any act, omission, or default of any Indemnitee arising from the Contract or is performance shall be limited to the greater of $1 million or the Contract amount. Further, this indemnification requirement shall not be construed to require the Contractor to indemnify any of the above-listed Indemnitees to the extent of such indemnities' own sole and gross negligence, or willful, wanton, or intentional misconduct of the Indemnitee or its officers, directors, agents, or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused in whole or in part by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. This indemnification provision is in addition to and cumulative with any other right of indemnification or contribution which any Indemnitee may have in law, equity, or otherwise. This provision shall survive early cancellation or termination of this Agreement.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

26.2 County Liability

The County is a political subdivision as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall it be construed as consent by a federal or state agency, or political subdivision of the State of Florida to be sued by third parties in any manner whether arising out of this Agreement or any other contract. The County acknowledges that it will not raise sovereign immunity as a defense to a contractual claim under this Agreement.

ARTICLE 27
PATENT AND COPYRIGHT INDEMNIFICATION

The Contractor warrants 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 patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trademarks, trade secrets or any other third party proprietary rights, by the use or supplying of any of the Contractor's or Contractor Subcontractor's provided programs, Documentation, Software, analyses, applications, methods, ways, processes, and the like, used 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.

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 use its best efforts 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 at Contractor's sole option (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

The Contractor shall not knowingly infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Services.

ARTICLE 28
INSURANCE

28.1 The Contractor shall maintain and furnish to Miami-Dade County, c/o Risk Management Division, 4200 NW 36th Street, Miami, Florida 33122 or P.O. Box 025504, Miami, Florida 33102-5504, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Workers' Compensation Insurance for all employees of the Consultant as required by Chapter 440, Florida Statutes.

B. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than:

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

(1) $5,000,000 combined single limit per occurrence for bodily injury and property damage for vehicles used AOA.

(2) $1,000,000 combined single limit per occurrence for bodily jury and property damage covering vehicles when being used by the Contractor off of the AOA.

C. Commercial General Liability Insurance, on a comprehensive basis, including Contractual Liability, Broad Form Property Damage, and Products and Completed Operations, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications: The company must be rated no less than "A-" as to financial strength and no less than Class "VII" as to financial size, according to the latest edition of Best's Key Rating Guide published by A.M. Best Company, or its equivalent, subject to approval of the MDAD's Risk Management Division.

Prior to the commencement of operations hereunder, and annually thereafter, the Contractor shall furnish certificates of insurance to Miami-Dade County Aviation Department Risk Management which certificates shall clearly indicate: (1) that the Contractor has obtained insurance in the type, amount and classifications as required for strict compliance with this section; that Miami-Dade County is named as an Additional Insured with respect to the Commercial General Liability coverage.

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

The County reserves the right to require the Contractor to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Contractor, which notice shall automatically amend this agreement effective thirty days after such notice.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the contractual period of this Agreement, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the Agreement period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Miami-Dade Aviation Department at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Miami-Dade Aviation Department shall suspend this Agreement until such time as the new or renewed certificates are received by the Miami-Dade Aviation Department in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Miami-Dade Aviation Department may, at is sole discretion, terminate this Agreement.

Right to Examine: The Miami-Dade Aviation Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Contractor agrees to permit such inspection at the offices of the Miami-Dade Aviation Department.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Compliance: Compliance with the requirements of this article shall not relieve the Contractor of its liability under any other portion of this Agreement or any other agreement between the County and the Contractor.

ARTICLE 29
IRREVOCABLE STANDBY LETTER OF CREDIT OR PERFORMANCE AND PAYMENT BOND

29.1 Either an irrevocable letter of credit ("LOC") drawn on a state or national bank satisfactory to Miami-Dade County, and payable to Miami-Dade County, Florida, or a performance and payment bond (the "Performance Bond"), satisfactory to Miami-Dade County, Florida, shall be executed on the forms attached hereto as Exhibit "D", in the amount of five million dollars ($5,000,000) for the first year of the initial term of the Agreement shall be required of the Contractor. Except if notified by the County to change the amount of the LOC or the Performance Bond, as applicable, the Contractor is required to renew the LOC or the Performance Bond, as applicable, annually for the duration of the Agreement.

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as a surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond (Total Agreement) Amount	Best's Rating
$ 500,001 to $1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over $10,000,000	A IX

B. On agreement amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time Notice to Negotiate was issued.

2) Certifying that the surety is otherwise in compliance with the State of Florida Insurance Code, and

3) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under §§ 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the United States Department of the Treasury (the "Treasury") entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For contracts in excess of $500,000 the provision of subsection B above will be adhered to, plus the surety insurer must have been listed on the Treasury list for at least three (3) consecutive

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

years, or currently hold a valid Certificate of Authority of at least $1.5 million dollars and listed on the Treasury list.

D. Surety bonds guaranteed through United States Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. The attorney-in-fact or other officer who signs a Performance Bond for a surety company must file with such bond a certified copy of his/her power of attorney authorizing him/her to do so.

29.2 The required Performance Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.

29.3 Either the LOC or the Performance Bond shall be delivered to the County within the time frame agreed by the Contractor and County Department after formal notice of award.

29.4 In the event the bank issuing the LOC or the surety on the Performance Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its state of domicile or principal place of business, or the State of Florida suspended or revoked as provided by law, the County shall withhold all payments under the provisions of this Agreement until the Contractor has given a good and sufficient LOC(s) or Performance Bond(s) in lieu of the LOC(s) or Performance Bond(s) executed by such issuing bank or surety.

29.5 Cancellation of any LOC or Performance Bond, or non-payment by the Contractor of any premium for any LOC or Performance Bond required by this Agreement shall constitute a breach of this Agreement. In addition to any other legal remedies, the County at its sole option may terminate this Agreement or pay such premiums, and deduct the costs thereof from any amounts which are or may be due to the Contractor.

ARTICLE 30
MONETARY ASSESSMENTS FOR NON-PERFORMANCE

30.1 Monetary Assessment for Non-Performance

The County shall impose a Monetary Assessment for Non-Performance on the Contractor for failing to achieve the required service levels, response or timely completion failure to complete scheduled MAC work within the designated time schedule, and other performance measurements as more fully described below:

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

	Performance Measurement	Monetary Assessment for Non-Performance Summary
1	Failure of Contractor to meet the monthly service levels as stated in 2.2 of Exhibit A.	Contractor shall credit back to County at a rate of $1,000 per incident.
2.	Failure of Contractor to resolve or implement a MDAD approved Work-around within four (4) hours from notification to and approval from MDAD of critical or major problems.	Contractor shall credit back County at a rate of $5,000 per day for every critical or major classified problem related to Voice and Data Network that is either not resolved, or implemented and does not have an MDAD approved Workaround within four (4) hours of the problem.
3.	All projects, MACs, new installations, or provisioning individually shall be completed per the mutually agreed upon schedule and or the time frame if specified in this Agreement. If completion is not within ten percent (10%) of the schedule/goal, Monetary Assessment for Non-Performance will be invoked.	Missed deadlines will be assessed by the County that are within the control of the Contractor. Contractor shall credit back County at a rate of $1,000 per day in the event Contractor does not complete the work within ten percent (10%) of the agreed upon schedule/goal.
4.	Having a number of complaints (see 2.2 of Exhibit A) in any given month regarding responsiveness or inability to resolve in a timely manner.	Contractor shall credit back to County at a rate of $500 per incident above the number indicated in 2.2 of Exhibit “A”.
5.	For all other service types not covered under 1 – 4 above in which the service requirements have not been met and Monetary Assessment for Non-Performance were stated in 2.2 of Exhibit A.	Contractor shall credit back to County at a rate of $500 per incident

The Parties recognize that the extent and calculation of damages may be difficult to ascertain, therefore, they agree that Monetary Assessment for Non-Performance in the amount stated are reasonable and is in lieu of all other remedies.

All performance measurement Monetary Assessment for Non-Performance shown above shall be cumulative. The cumulative amount of all performance measurement Monetary Assessment for Non-Performance shall not exceed $250,000 per calendar year. The Monetary Assessment for Non-Performance shall be deducted from the Contractor’s Management Fee invoice amount for the month. These Monetary Assessment' for Non-Performance shall not apply to the Contractor’s invoice amounts that are attributable to third party intervention, or any external events outside the Contractor’s control.

30.2 Actions Not Covered Under This Article

The Parties agree the Monetary Assessment for Non-Performance set forth in this Article shall not apply to the extent the Services rendered by Contractor are affected by any of the following (i) unauthorized

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

actions of the County's personnel; (ii) unauthorized actions of third parties not an agent, Subcontractor, or supplier of the Contractor; (iii) failure of software or equipment not administered by Contractor; (iv) modification of the Work by the County, or third party not an agent, Subcontractor, or supplier of the Contractor; (v) damage or malfunction of hardware or software cause by the County, or third party not an agent, Subcontractor, or supplier of the Contractor; or (vi) the *force majeure* conditions set forth elsewhere in this Agreement.

ARTICLE 31
TERMINATION AND DEFAULT PROVISIONS

31.1 Termination For Convenience and Suspension Of Work

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, without cause, terminate this Agreement by thirty days (30) written notice to the Contractor.

31.2 Actions at Termination

a) The Contractor shall, upon receipt of such notice, and as 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, but the County shall reimburse Contractor for all costs and expenses of such cancellation, provided that Contractor has, within five (5) business days, advised MDAD in writing that there may be cancellation costs, and to the extent known, an estimate of amount of these costs;

iv. assign to the County and deliver to any location designated by the County any noncancelable 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. implement a transition plan pursuant to the Transition Program Services Sub-article of the Telecommunications and Network Management Services Specification as required in Exhibit A.

b) In the event that the County exercises its right to terminate this Agreement pursuant to this Article, the Contractor will be compensated as stated in Article 8, Payments and Cost Reimbursements, 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 that have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

iii. any additional charges, incurred by the Contractor, at the direction of the County, not covered in clause (b)(i), above.

c) No claims for loss of anticipated profits or for any other reason in connection the cancellation,

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

or termination of this Agreement shall be considered.

NOTE: All compensation pursuant to this Sub-article is subject to audit.

31.3 Surrender of Office and Support Space

On or before the Termination Date of this Agreement, whether by lapse of time or otherwise, in accordance with the provisions contained herein, the Contractor shall vacate, quit and surrender and shall account for the support space, all furnishings, fixtures, equipment, software, vehicles, records, funds, inventories, commodities, supplies and other property of the County in as good order and condition as they were upon commencement of this Agreement or date of subsequent acquisition, reasonable and normal wear and tear excepted.

31.4 Removal of Personal Property

On or before the Termination Date of this Agreement, the Contractor shall remove all of its personal property from the support space. Any personal property of the Contractor not removed in accordance with this sub-article may be removed by the Department for storage at the cost of the Contractor. Failure on the part of the Contractor to reclaim its personal property within thirty (30) calendar days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be in the best interests of the County.

31.5 Termination For Cause

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

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or joint venture or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform, and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County, Florida.

d) The County may terminate this Agreement, if the Contractor fails to cure an event of default timely.

e) The County may terminate this Agreement if the Contractor is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

31.6 Contractor Event of Default

a. A default shall mean a breach of this Agreement by the Contractor (an "Event of Default"). In addition to those instances referred to herein as a breach, an Event of Default, shall include one (1) or more of the following:

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

i. the Contractor has violated the terms and conditions of this Agreement, including failing to respond to major and minor failures on a timely basis, unless the Contractor has paid the damages flowing therefrom, and made all necessary repairs associated with the failure(s);

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply a sufficient number of properly skilled staff;

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 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; or

vii. the Contractor has failed in a representation or warranty stated herein.

viii. the Contractor has received three (3) notices of default, of any kind, within a twenty-four (24) month period.

iv. the Contractor fails to timely deliver any Services required under this Agreement;

v. the Contractor fails to deliver the Services in a competent, professional manner and in the format requested by the County.

b. When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame 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 terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services that the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, 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 Services or any part thereof either by itself or through others.

c. 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, computer files and databases, documentation, reports, data, or developed works.

31.7 Notice of Default and 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 thirty (30) days of actual notice of the Default Notice (the "Cure Period"). The County may grant an additional period of such duration as the County shall deem appropriate without waiver of

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

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 services upon the Effective Termination Date.

31.8 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:

i. lost revenues;

ii. the difference between the cost associated with procuring the Services hereunder and the amount actually expended by the County for re-procurement of the Services, including procurement and administrative costs; and

iii. 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.

31.9 County Event Of Default

The County shall be in default in the event (a "County Event of Default") that one of the following occurs:

(a) (i) the Contractor tenders all required documentation for payment under this Agreement; and

(ii) within fifteen (15) days, the County has not returned the invoice to the Contractor with an explanation of what is missing or incorrect; and

(iii) the County fails to pay that sum of money as and when due under this Agreement and fails to cure the nonpayment within thirty (30) days following receipt of written notice from the Contractor; or

(b) it commits a material breach of a nonpayment provision of this Agreement and fails to cure that breach within thirty (30) days after written notice describing the breach.

31.10 Contractor Remedies Upon County Default

In the event of a County Event of Default, the Contractor may exercise any right and seek any remedy provided at law or in equity.

31.11 Contractor Right Of Early Termination

In the event the County has reduced the level of the Contractor's staff below forty (40) persons or such greater reduction (provided however that no such reduction below forty (40) persons shall occur if the Agreement is in effect for less than three (3) years), such that the Contractor believes in good faith that it can no longer effectively discharge all of its duties under this Agreement, then the Contractor shall have the right to terminate this Agreement on ninety (90) days written notice to the County, unless the County rescinds the required Contractor staff reduction within ten (10) business days of receipt of the notice. The

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

reduction in the Contractor's staff under this subarticle, shall not include the total number of Contractor's staff that the County may reduce given a reduction in the Contractor's Services, pursuant to subarticle 4.1 of this Agreement.

ARTICLE 32
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 33
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.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

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 34
MISCELLANEOUS PROVISIONS

34.1. Binding Effect

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

34.2. Contractor Limitation of Liability

a) The Contractor and its Subcontractors shall not be liable for:

(i) any indirect, incidental, consequential, special or exemplary damages, except as it pertains to SATS revenues where the Contractor and its Subcontractor(s) shall be liable for consequential damages in an amount not to exceed $1,000,000;

(ii) any damages of any kind resulting from unauthorized use of or intrusion into the system, including toll fraud. This provision applies to all claims whether based upon breach of warranty, breach of contract, negligence, strict liability in tort where any other legal theory, and regardless of whether the Contractor or its subcontractors have been advised of the possibility of such damage or loss, except for damages resulting if the Contractor or its subcontractors fail to take explicit remedial action based upon the directive of the Department.

b) If a voice system or any other component thereof supports voice over IP protocol (telephony or transmission control protocol/internet protocol), the County may experience certain compromises in performance, liability and security, even when the System is in good working order. These compromises may become more acute if the County fails to follow the Contractor's or the manufacturer's recommendations for configuration, operation and use of the System. The County acknowledges that it is aware of these risks and that it has determined they are acceptable for its application of the System, and the County will not assert any claim against Contractor for such compromises. The County further acknowledges and agrees that the County is solely responsible for:

(i) ensuring that its network and systems are adequately secured against unauthorized intrusion; and

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

(ii) backing up its data and files.

34.3. Other County Rights

Contractor shall be liable for any physical damage it causes to the Equipment, System or circuits. This liability is limited to:(i) the Contractor's repair of the system or component thereof, or if the system or component cannot be repaired, replacement with a comparable system or component; and (ii) any other such damages to the County arising from the physical damage caused by the Contractor.
The County may also bring any suit or proceeding for specific performance or for an injunction.

34.4. No Estoppel or Waiver

No acceptance, order, measurement, payment, or certificate of or by a party or its employees or agents shall estop the other party from asserting any right of the ensuing Agreement. There shall be no waiver of the right of a party to demand strict performance of any of the provisions, terms and covenants of this Agreement, nor shall there be, any waiver of any breach, default or non-performance hereof by the other party unless such waiver is explicitly made in writing by the party. No delay or failure to exercise a right under the ensuing Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under the Agreement.

34.5. Federal Subordination

This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.

34.6. Governmental Authority

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County as a political subdivision of the State of Florida.

34.7. Headings

The headings of the various articles and sections of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

34.8. 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 as an officer, agent, servant, or employee 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.

34.9. Intent of Agreement

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

This Agreement is for the benefit of the Parties only and does not: (a) grant rights to third party beneficiaries, or to any person; or (b) authorize non-parties to the Agreement to maintain a suit for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

34.10. Joint Preparation

The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein.

34.11. Laws and Regulations

The Contractor shall comply with the Code of Miami Dade County, Florida (the "Code"), including but not limited to Chapter 25 of the Code, Operational Directives issued thereunder, all laws, statutes, ordinances, resolutions, regulations and rules of the United States of America, State of Florida, or Miami-Dade County, and any and all plans and programs developed in compliance therewith which may be applicable to its operations or activities under this Agreement.

34.12. Modifications

This Agreement may be modified and revised by written Amendment duly executed by the Parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement. **Any oral representation or modifications concerning this Agreement shall be of no force or effect.**

34.13. Notices

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 Aviation Department
Attention: James St. Louis, Division Director, Information Systems/Telecommunications
Phone: (305) 876-0924
E-mail: jstlouis@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

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(2) To the Contractor
Attention:
Phone:
E-mail:

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

34.14. Ownership Of Documents

Any and all reports, photographs, surveys, provided or created in connection with this Agreement are and shall remain the property of the County. In the event of termination of this Agreement, any software database, all electronic files associated with work performed, cable management system data, any reports; such as traffic, inventory, switch audit, service and or MAC logs and photographs, surveys, prepared by the Contractor, whether finished or unfinished, shall become the property of the County, and the Contractor shall immediately remit same to the County.

Contractor further acknowledges and agrees that Contractor shall not have ownership interest of any kind in any original materials, either written or readable by machine, prepared by Contractor for County, or prepared jointly by Contractor and County, constituting an original, a modification to, enhancement of derivative work based on such materials. Contractor shall be permitted to create and use such Documentation and Materials solely for the purpose of providing services to County.

34.15. 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 34, 2) Exhibits A thru K, and 3) Miami-Dade County's RFP No. EVN0003378 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

34.16. 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.

34.17. Prior Agreements

The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. **No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.**

34.18. Rights to be Exercised by Department

Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department. Wherever Department approval is required, it shall not be unreasonably withheld.

34.19. Security

Subject to recommendations from the Contractor as to reasonable and prudent security measures needed and approval by the Department, the Contractor shall be responsible for the security and protection of the facilities, and the equipment, furnishings, commodities and supplies provided under this Agreement, for which the Contractor has managerial responsibilities.

34.20. 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.

34.21. Solicitation

Except as provided by Section 2-11.1(s) of the Code, the Contractor warrants that: 1) it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement; and 2) it has not paid, or agreed to pay any company or other person any fee, or commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the County without liability to the Contractor for any reason.

34.22. 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.

34.23. Taxes

The Contractor acknowledges that the County is a tax exempt entity. The Contractor shall pay all taxes lawfully assessed against its operations at the Airport, and the Contractor shall be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in a court of competent jurisdiction to determine the validity of such taxes.

34.24. Third Party Beneficiaries

Neither the Contractor nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement, and that no third party shall be entitled to assert a claim against either of the Parties based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third party or entity under this Agreement.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Contractor represents and warrants that it shall use access to and knowledge of Software, Systems and related Documentation solely to provide Services to County, and not for the use or benefit of any other third person nor shall Contractor disclose such materials to any third person, and shall limit disclosure to its employees who have a need to know for the performance of Services hereunder.

34.25. 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.

34.26. Violations of Laws and Regulations

The Contractor agrees to pay on behalf of the County any Monetary Assessment for Non-Performance, assessment, or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or County governments, based in whole or substantial part upon a claim or allegation that the Contractor, its agents, Subcontractors, employees or invitees, have violated any law, statute, ordinance, resolution, regulation or rule described in this Agreement or any plan or program developed in compliance therewith.

34.27. 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.

34.28. Employment Eligibility Verification (E-VERIFY)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

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.

34.29. First Source Hiring Referral Program ("FSHRP")

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. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the 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 given 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/ or by contacting the SFWIB at (305) 594-7615, Extension 407. (Exhibit J)

34.30. Responsible Wages and Benefits

If construction work in excess of one hundred thousand dollars ($100,000) is required of, or undertaken by the Contractor as a result of this Agreement, the Contractor must pay laborers and mechanics performing work on the project no less than the hourly rates specified in accordance with Section 2-11.16 of the Code of Miami-Dade County, Florida and Implementing Order ("IO") No. 3-24. The Contractor shall

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

fully comply with the requirements of the Code and AO and shall satisfy, comply with, and complete the requirements set forth in this Agreement.

It is also the policy of Miami-Dade County that in all leases of County-owned land which provide for privately funded construction improvements thereon whose construction costs are greater than or equal to $1 million dollars, any portion of which are financed by any federal, state or local governmental entity or by bonds issued by such entities, including the Industrial Development Authority ("IDA"), shall comply, including requiring the lessee to require any contractor constructing such improvements to pay responsible wages to the same extent as if such improvements were County construction. A lessee must pay the County the monitoring fee(s) for the project according to the sliding scale approved by the Board.

This IO neither applies to County construction contracts less than or equal to one hundred thousand dollars ($100,000) or blanket County contracts designed to consolidate an indeterminate number of individual smaller construction contracts, repair or alteration activities which may be needed over a fixed period of time, provided the overall blanket contract ceiling does not exceed five hundred thousand dollars ($500,000) and further provided that no individual work order issued under such blanket contract shall exceed twenty-five thousand dollars ($25,000) per craft, nor does it apply to County construction contracts which are federally funded or otherwise subject to the Davis-Bacon Act, 40 U.S.C. § 276(a). Furthermore, this IO shall not apply to those privately funded projects on County-owned land for construction or alteration of public buildings or public works which are financed solely through private sources, without one dollar ($1) or more of financing provided through any federal, state, County or local government entity or bond sources including IDA bonds or similar type bond funding.

34.31. 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.

34.32. Federal Aviation Administration (FAA) Special Provisions

A. General Civil Rights Provisions

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

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 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:

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

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.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

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)].

34.33. 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.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

34.34. 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.

34.35. 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.

34.36. 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.

34.37. Concessionaire Covenants and Assurances

A. Covenants Against Discrimination:
(1) This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.
(2) The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

34.38. Entirety of Agreement

The Parties hereto agree that this Agreement sets forth the entire agreement between the Parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized by sub-articles 34.12 and 34.17 to the Agreement, or by written instrument executed by the Parties hereto.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

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: Signed by: Jim Cassibo D13BDE7BAB1148C...	By:
Name: Jim Cassibo	Name: (Signature) for Daniella Levine Cava
Title: Vice President & Treasurer	Title: Mayor
Date: 12/5/2025	Date:
Attest: Keith A. Pado Signed by: Keith Pado 45EB1418C8DE483... President & Secretary Corporate Secretary or Officer 12/5/2025	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

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Exhibit A

Telecommunications and Network Management Services
Technical Specification

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

EXHIBIT A

TELECOMMUNICATIONS AND NETWORK MANAGEMENT SERVICES SPECIFICATION

ARTICLE 1
SCOPE OF SERVICES

1.1 General Requirements

The Contractor shall furnish all labor, new materials, tools, supplies and other items required for the design, installation, maintenance, repair, management and operational support services for all voice and data network infrastructure ("Work") for MDAD, its users and Tenants and the management of Shared Airport Tenant Services ("SATS") for the County to Tenants and users at the Airport.

The scope of services include the provisioning of voice and data network services and maintaining existing and future voice and data networks infrastructure Equipment including installation, operation, repair, maintenance, monitoring and support of all MDAD network and telephone devices such as PBX's, IPE's, routers, switches, servers, low voltage equipment and support of circuits, including vendor resolutions and support of environments including UPS devices for all switches and routers at all sites. Services include daily analysis of network performance to research trending and troubleshooting from end point to end point so to enable quick resolution of system degradation. Contractor shall also provide Capacity Planning for all network links, PBX switches and trunk groups. To the extent required by applicable law or code, low voltage electrical and appurtentenant work shall be subcontracted to an appropriately licensed subcontractor.

The Contractor shall provide an on-site Help Desk and Network Operation Center IT (Information Technology) Service Desk dedicated to providing uninterrupted service to Airport operations, including the provisioning of 24-7 access to a remote Technical Assistance Center (TAC) to help local staff resolve troubles as needed. Contractor shall manage the existing voice and data network infrastructure, and maintain records as required by MDAD, including but not limited to, equipment and cable plant, record keeping of work order activity, installed equipment inventory, telephone number inventory, number dialing plan, key sheets, and cable management to the IDF level and jack level for existing and new structure during the term of the Agreement.

The Contractor shall provide comprehensive security monitoring and security operations center services, including 24x7x365 real time security information and event management (SIEM) content monitoring and compliance. This includes configuration, health and availability monitoring, trouble-shooting software patching, operating system maintenance, configuration backup and restore.

The Contractor shall manage the turn-key installation of new voice, data and network services such as user training on equipment, project scheduling, appropriate billing to MDAD and SATS Customers, billing user customers for services, and also for the specified Equipment, including when specifically requested by appropriate work order, needs assessment, system design, procurement of equipment and parts, Documentation, record keeping and installed equipment inventory, and any other functions related to the provisioning of the services.

The Contractor shall also be responsible to provide, install and maintain technical systems hardware and software associated with the management of all telecommunications ATM and Gigabit Ethernet & ATM Infrastructure. The Contractor will provide the County a quote for the

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

cost of such equipment. In addition, the Contractor shall maintain computer hardware and software and the database associated with the cable record systems, the New Security System CMS after the existing contract expires with that system's provider, or any other CMS system used by MDAD to manage the cable infrastructure, and any billing and help desk system the Contractor chooses to employ subject to approval by MDAD. These Software applications shall be maintained and operated at such a level that is suitable to maintain the quality of service or additional requirements outlined in the Agreement or other (excluding the HEAT Incident Management Software) sections of this Specification.

At the request of the County the Contractor shall be capable of performing telecommunications infrastructure installations for new buildings, remodeling or additions to existing buildings, located on the airport property, including telephone, data network, wireless systems, public address system, airport Operational Systems, Building Management Systems, Life Safety, conduit and any telecommunications inside wiring and outside plant needed to support these or any other systems necessary to make the buildings operational, when these requirements are omitted or changed from the builder's original scope of work or if new requirements are identified since the original scope of work was prepared

If, at the request of the County, the Contractor performs the work above, the County shall reimburse the Contractor for the approved cost of such work. Upon the request of the County and advice as to the Work to be performed by the Contractor, the Contractor shall manage same in accordance with the provisions stated in the Agreement.

1.1.1 Contractor Requirements:

The following are requirements for the selected Contractor:

a. The Contractor shall be experienced in providing the type of telecommunications services, presently provided by the current provider, to all MDAD locations presently serviced and any other telecommunications services stated in this document or as the County may require.

b. The Contractor shall employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals, familiar with the locations of the telecommunications infrastructure at MIA and the other MDAD airports, and other personnel to meet the requirements referenced in this Agreement.

c. The Contractor shall, as the single point of contact for the County be solely responsible for the performance of all the services, equipment and facilities that the Contractor will provide during the life of the Agreement.

d. The Contractor shall bear responsibility for ensuring that all equipment cabling and wiring that will be provided during the life of the Agreement will be in complete compliance with this specification and with applicable Federal Communications Commission ("FCC") and Florida Public Service Commission requirements as well as Federal, State and Local laws, regulations, codes, etc. and shall remain compliant throughout the term of the Agreement.

e. The Contractor shall bear the responsibility of all costs associated with the modification of equipment rooms to accommodate the Contractor's equipment and facilities, restoration of damaged property, any expenses incurred by the County during the installation and cutover of the Contractor's services, etc. The Contractor and all its sub-contractors shall conform to all OSHA, Federal, State and County regulations, including permitting requirements, while performing any services or Work that may be performed as a result of this Specification and Agreement.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

f. The Contractor's on-site employees shall not engage in any type of activities for the marketing or provisioning of services outline in this Agreement to entities other than MDAD and the SATS customers of MDAD during the term of this Agreement and the employees will be dedicated totally and solely to the fulfillment of the Contractor's obligations at the Airport required by this Agreement and Specification. The Contractor shall not market services NOT covered by this Agreement/Specification to SATS customers using the staff and facilities covered by this Agreement.

g. Except as may be required by law, the Contractor and its employees, agent, subcontractors and suppliers will not represent, directly or indirectly that any product or service provided by the Contractor or such other parties has been approved or endorsed by the County, but Contractor is not precluded from listing County as a customer.

1.1.2 Staffing Requirements:

The Contractor shall provide initial staff of fifty-two (52) persons which MDAD currently believes is necessary to support the operations, management, maintenance, service, support and equipment and supplies of the telecommunication and data network infrastructure, hardware and software systems as herein described in this Agreement.

The Contractor shall provide, either through its own staff or through subcontractors, the labor competent to perform the following described work, and as needed to perform the services required by the County.

Exhibit C provides the County's requirements regarding job descriptions and qualifications. County reserves the right, from time-to-time, to review all Contractor's employee resumes to ensure these requirements are being met.

The Contractor shall provide a list, quarterly, of all personnel assigned to the Agreement that includes their title and job responsibilities. Any changes in staffing shall be approved in advance by the Department. If additional personnel are needed to perform the services, the Contractor shall submit a staffing proposal request that includes justification, duration of need, and a cost proposal to the County for its consideration and approval. All Job Classifications and Rates for additional personnel shall be as shown in the price proposal as Exhibit F, entitled "Preliminary Budget Estimate" of the Agreement. Increase in personnel shall be considered based upon surges and/or additional scope requirements. Increases in work force shall be on an as needed basis and shall be mutually agreed upon and shall not be longer than actual need requires.

It is assumed that subcontractors shall only be used, subject to prior written approval from the Department, when the existing work force is unable to perform services within established time frames and for installation of cable and conduit requiring permits from the County's Building & Zoning Department.

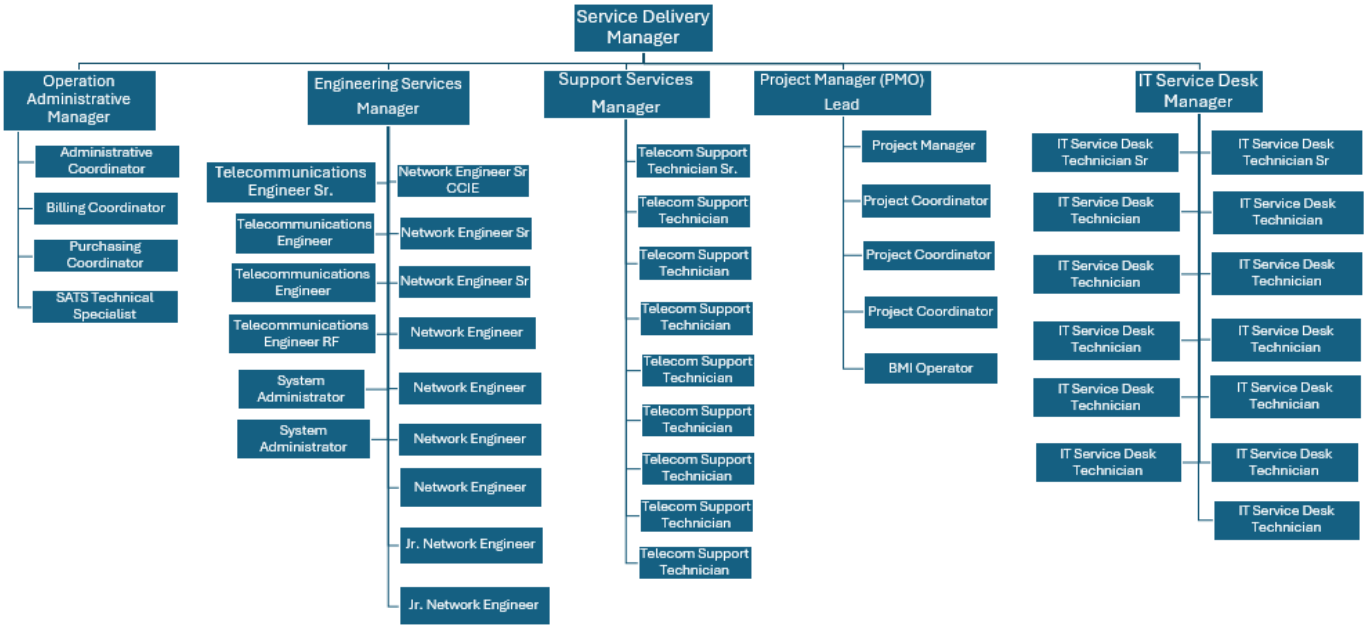
Prior to the beginning of each month, the Contractor shall provide MDAD with its upcoming month's work schedule. This schedule shall list employee's name, date and hours each employee is scheduled to work throughout the month. The schedule shall also list the after-hours, emergency employee(s) name and cellular phone number.

The County reserves the right to review the Contractor's operations, and if the Work requirements decrease, can correspondingly reduce the Monthly Fee upon a thirty (30) day written notice. The Monthly Fee shall be also be reduced as a result of the County's decision to retain or employ its' own personnel or others, to perform a portion of the requirements any time during the term of this Agreement.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

The Contractor will operate on its own network, and provide its own email service. MDAD will provide one (1) network connection and email account to each of the Contractors IT Service Desk staff members as required to support the functions at MIA. The Work Order and Trouble Ticketing system supported by the Contractor resides on the County operated LAN at MIA. MDAD will provide licensing and access permissions to the Contractors staff in support of the Work Order and Trouble Ticketing System.

Based on the current scope of work contemplated under this Agreement, the following organization chart is provided for Contractor's understanding of what the County believes are (currently) the approximate number of employees needed to perform the work outlined in this specification.



Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

1.1.3 Abbreviations:

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

ABBREVIATION	EXPLANATION OF ABBREVIATED TERM
5G	Fifth-generation wireless cellular technology
AFF	Above Finished Floor
AOIS	Airport Operational Information System
ASM	Airport Systems Manager
ATM	Asynchronous Transfer Mode
AWG	American Wire Gauge
Bellcore	Bell Communications Research
BHCA	Busy Hour Call Attempts
BICSI	Building Industry Consulting Service International
CAD	Computer Aided Design
CATV	Cable Television
CCS	Centum Call Seconds
CCTV	Close Circuit Television System, including cameras, intercom, and associated conduit and cable.
CMS	Cable Management System
CRC	On-Site Call Receipt Center (Help Desk). Available twenty-four (24) hours a day and seven (7) days a week, that users can access to report troubles associated with their voice, data and network services. Access to the Call Receipt Center can be by telephone, e-mail, or any other oral or written request.
CUTE	Common Use Terminal Equipment
DAS	Distributed Antenna System
DGM	Design Guideline Manual
EIA	Electronics Industry Alliance
GAA	General Aviation Airports

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

GPS	Global Positioning System
GUI	Graphical User Interface
HVAC	Heating, Ventilation and Air Conditioning
IACS	Integrated Airport Communications System
ICEA	Insulated Cable Engineers Association
IDF	Intermediate Distribution Frame
IMO	Information Management Outlet
IoT	Internet of Things
IPE	Intelligent Peripheral Equipment (Nortel's term)
ISO	International Organization for Standardization
IS&T	(MDAD) Information Systems and Telecommunications
IVR	Interactive Voice Response
LAN	Local Area Network
MAC	Move, Add, Change
MIA	Miami International Airport
MDAD	Miami-Dade Aviation Department
MDF	Main Distribution Frame
MEN	MIA Enterprise Network (LAN at MIA)
MTBF	Mean Time Between Failure
MTTR	Mean Time To Repair
NEC	National Electric Code
NIST	National Institute of Standards and Technology
NMS	Network Management System
OSHA	Occupational Safety and Health Act
OTDR	Optical Time Domain Reflectometer

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

PBX, PABX	Private Automatic Branch eXchange, (Telephone Switch)
PDS	Premises Distribution System
pLTE	Private Long-Term Evolution
PNL	Passenger Name List
POP	Point of Presence
POS	Point of Sales
PS	Power Supply
QBE	Query By Example
REA	Rural Electrification Administration
SNMP	Simple Network Management Protocol
SATS	Shared Airport Tenant Service
SLA	Service Level Agreement
TAMS	Total Airport Management System
Tenant	Shared Tenant Service Customer
TDR	Time Domain Reflectometer
TIA	Telecommunications Industry Association
TP - PMD	Official name for CDDI (“Copper Distributed Data Interface”)
UPS	Uninterruptible Power Supply
VOIP	Voice Over Internet Protocol
WAN	Wide Area Network
WS	Workstation

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

1.1.4 Service Requirements

Contractor's responsibilities shall include: (as more specifically defined elsewhere in this Specification)

1. Voice Equipment Installation and Maintenance Services
2. Data Network Equipment Installation and Management Services
3. Uninterruptable Power Supply (UPS) Power Supplies Maintenance
4. Network Management System
5. **On-Site** IT Service Desk
6. Security Operations Center
7. Hardware / Software Configuration
8. Move, Add and Change Services
9. Circuit Engineering and Documentation
10. Preventative Maintenance Services
11. Maintenance and Trouble Resolutions
12. Project Management Services
13. Shared Airport Tenant Services
14. Training Programs
15. Configuration, Change, Asset Management
16. Procurement
17. Spare Parts Maintenance
18. SATS Marketing, Order Taking, Proposal Preparation, and Billing
19. Reports
20. Disaster Recovery & Backup
21. Attend Meetings, as Required
22. Third Party Support Agreements including CATV
23. Cable Management System (CMS) Administration

1.1.5 Equipment and Facilities Covered shall include:

This Specification covers all Equipment, Systems and Sub-Systems in place as identified in Exhibit B and Exhibit G as well as any and all additional Systems, Sub-Systems, Equipment, or switches or products added in the future, when requested by the County.

Examples of Equipment/Systems covered under the Agreement include, but are not limited to, the following components:

1. PBX switches and IPE Telephones
2. Point of Presence Facility
3. Any other voice systems, such as Call Pilot and Symposium
4. MIA Enterprise Network and Network Security System
5. Cable Management System
6. Premise Distribution System
7. Network Management System
8. All network components maintained by Contractor
9. All inside and outside plant to include both copper and fiber optic cabling
10. Point-to-Point. Internal connections originating and terminating with-in all MIA General Aviation Airport (GAA) facilities.
11. Special systems such as IVR's, IDVR, Infortel, HPOV, CiscoWorks, SysLogs, etc.
12. Network Components, Routers and Switches
13. Future wireless system
14. Uninterrupted Power Supplies (UPS)
15. Low voltage equipment installations
16. Call accounting systems

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

17. Work Order/Incident Management System

1.2 Scope of Services

This Section (1.2) gives a ***brief*** summary of the Scope of Service required for each of the Service Requirements. Please note Specification Section 2.2 provides ***detailed*** job requirements for each Service Requirement listed below.

1.2.1 Voice Equipment and Maintenance Services

The Contractor shall take over in "as is" condition, provision, install, maintain, test, replace, analyze and repair MDAD's Voice Equipment. The Scope of Work for the voice includes the maintenance of existing voice equipment and services currently provided at the Airports – Performance Standards and detailed Service Requirements are shown in Section 2.2.1.

1.2.2 Data Network Equipment and Services

The Contractor shall take over in "as is" condition, provision, install, maintain, test, replace, analyze and repair all MEN Equipment. The Scope of Work for the data network includes the maintenance of existing data network currently provided at the Airports, and the interface with the new security network, other Airport Systems in addition to new installation requirements. Performance Standards and detailed Service Requirements are shown in Section 2.2.2.

1.2.3 Power Supplies

The Contractor shall install, maintain, test, replace, analyze and repair chargers, voltage dividers (taking 110/220 220VAC converting to DC or vice versa) rectifiers, inverters, uninterruptible power supplies ("UPS"), power supplies for PBX and data systems. Performance Standards and detailed Service Requirements are shown in Section 2.2.3.

1.2.4 IT Service Desk/Network Management System

The Contractor shall provide a staffed on-site Network Management System, twenty-four (24) hours a day. The MDAD IT Service Desk shall be the central location for data network and telecommunications monitoring. The overriding goal is to provide ***PROACTIVE*** 24 x 7 x 365 support for the diverse needs of the Airport. The IT Service Desk shall:

a) Proactively maintain and troubleshoot voice and data technology systems
b) Address network problems before they are experienced by end users, thereby reducing or eliminating the need for calls to the IT Service Desk and delays that may be experienced in processing passengers
c) Provide fail-safe reliability through continuous network monitoring and prompt response to problems

The IT Service Desk shall be the central location of the equipment, devices and people needed to maintain the Network operation. "Network" is used generically to encompass a number of important telecommunications infrastructures carrying voice, data and video, including the physical cabling plant, the electronic equipment that powers this infrastructure, and a substantial number of monitored systems.

A monitored system is an automated system that utilizes an MDAD owned network and is mission-critical to the operations of the Airport and its Tenants. Monitored systems shall provide status messages over the network for monitoring by the IT Service Desk. These systems and devices shall be tracked at all times by the NMS.

The purpose of the IT Service Desk is to be the single point of contact for Incident

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Management Service Request Management, problem routing end-user follow-up and to proactively maintain and troubleshoot voice and data technology systems. Performance Standards and detailed Service Requirements are shown in Section 2.2.4.

In addition, the Contractor shall provide 24/7 immediate access, as needed, to a remote Technical Assistance Center ("TAC") with qualified staff to resolve any technical issues beyond the capabilities of the local staff for both emergency outages and planned equipment upgrades requiring service downtime.

1.2.5 MDAD IT Service Desk

The Contractor shall operate and manage an on- site, IT Service Desk hereinafter referred to as "Service Desk" available twenty-four (24) hours a day and seven (7) days a week, that users can access to report troubles associated with their voice, data, workstations, Common Use Terminal Equipment, Flight Information Display Systems, Paging Announcement systems, CCTV, CATV, Wireless Services, Payphones, network and other types of Information related Technology systems or devices that utilizes MDAD Networks. Access to the Service Desk will be by telephone, and any other written request. Incident Ticket will be assigned and tracked through Software provided by the County.

Activities to be coordinated through the Service Desk include Incident reporting, trouble detection/reception, notification, verification, location, and repair, repair verification.

The Service Desk shall serve as the single point of contact for all technical issues regardless of the physical location of the caller. The Service Desk shall be the single point of contact for Incident ticketing, problem routing, and end user follow-up.

Performance Standards and detailed Service Requirements are shown in Section 2.2.5.

1.2.6 Cybersecurity Requirements and Infrastructure Visibility and Management

The Contractor shall provide the following cybersecurity services:

a) **Comprehensive threat detection and response** – provide real-time monitoring, detection, and response to cyber threats across the airport's network, including IT and operational security (OT) environments.
b) **Zero Trust Architecture (ZTA)** – implement access controls, least privilege policies, and continuous verification for all users and devices. (CyberArk)
c) **Security Operations Center (SOC) Support** – provide 24/7 SOC services with incident response and threat intelligence capabilities.
d) **Penetration testing and vulnerability assessments** – conduct regular security assessments, penetration testing, and red team exercises.
e) **Cloud security and identity management** – secure cloud environments and enforce multi-factor authentication (MFA) for critical systems.

The Contractor shall provide the following infrastructure visibility and management:

f) **Network performance monitoring** – deliver real-time visibility into network performance, latency, and traffic patterns across airport systems. Also helps to

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

minimize disruptions by monitoring and trending incoming network traffic for internet circuits and VPN gateways. (NetScout)

g) **Operational Technology (OT) security** – secure airport infrastructure, including baggage handling, HVAC, lighting, and air traffic control systems.
h) **Incident and event correlation** – use SIEM solutions to correlate security events and detect anomalies before they escalate. (Splunk)
i) **Scalability and future-proofing** – design solutions that can adapt to evolving threats, increased passenger traffic, and new technologies (e.g., IoT, 5G). (DAS and pLTE)
j) **Asset discovery and management** – provide a detailed inventory of all connected devices and their security posture. (NuCore)

1.2.7 Hardware / Software Configuration

Uniformity and Standardization of Components – All components used in circuit engineering shall be of the same type and manufacture (unless otherwise approved in writing by County) as other components used for the same purpose in existing portions of the telecommunications infrastructure. These components shall be maintained in a database of standard component types and costs that is used for costing of all changes. The IS/T Director must approve, in writing, any proposed changes to this component list due to obsolescence or other reasons.

Contractor shall perform all software modifications, customization or configuration required or inferred in this Specification under the rates and payments outlined in the final Agreement. It is Contractor's responsibility to ensure its proposal includes whatever software programmers, or other similar job classification needed to perform the Work contemplated herein. Performance Standards and detailed Service Requirements are shown in Section 2.2.6.

1.2.8 Move, Add and Change Services

The Contractor shall be responsible for processing work orders, coordinate and perform Voice and Data related Move, Add and Change Services in coordination with MDAD IS&T Division. The Contractor's technicians are not authorized to perform MAC work unless these work orders have been properly approved or assigned by County. Depending on the size of the request, Contractor personnel shall be required to perform surveys in order to facilitate the requested work. The Contractor is solely responsible for scheduling all Work directly with MDAD or SATS customer under the direction of MDAD who may periodically escalate various work orders or priorities associated with different request. The Contractor shall coordinate access issues directly with the MDAD or SATS customer. The Contractor shall assign personnel with project management skills to large MAC projects and/or larger Tenants to facilitate the timely completion of the Contractor's portion of the Work.

Upon receipt of an appropriate work order, the Contractor shall provide to MDAD a proposal outlining cost to MDAD and schedules for larger installations where additional equipment or cable infrastructure is required. The Contractor shall coordinate with MDAD for the implementation of the services required.

Move, Add and Change Services shall include, but shall not be limited to:

a. Install and program new telephone station equipment.
b. Disconnect old service and update records accordingly.
c. Install new station cabling and outlets for voice, data, video and wireless services.
d. Relocate existing services in response to MDAD/Tenant work orders.
e. Manage work order and invoicing process.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

f. Remove and/or disconnect unused cabling and outlets.
g. Add Premise Distribution in support of Tenant, users or MDAD needs.
h. Submit updated information for the MDAD Cable Management System or PDS database.
i. Any and all related permits that may be required.

Performance Standards and detailed Service Requirements are shown in Section 2.2.7.

1.2.9 Circuit Engineering and Documentation

Contractor shall provide Standard Circuit Specifications including complete catalog of circuit offerings. Contractor shall maintain and keep catalog updated. Such catalog shall be used by Contractor, MDAD Telecommunications and distribution to Tenants and other users of MDAD facilities.

The Contractor shall provide, upon MDAD's request, studies, surveys for MDAD or MDAD designee.

The Contractor shall engineer Custom Circuits at the Department's request.

Contractor shall install, test and commission repeaters, special conditioning equipment and circuit terminating equipment.

Contractor shall maintain special circuit spares that may become necessary to support special circuits.

Contractor shall provide and maintain all associate circuit documentation which shall include, but not be limited to:

a) Cable Management System
b) Circuit Engineering Worksheets
c) As-Built Drawings
d) Complete set of technical, system and project documentation
e) Telecommunication Topology drawings

Performance Standards and detailed Service Requirements are shown in Section 2.2.8.

1.2.10 Preventative Maintenance Services

The Contractor is responsible for conducting preventive maintenance service including providing/installing software upgrades, checks to maintain the Equipment and subsystems are in accordance with manufacturers' specifications and perform all Work in accordance with industry standard on all voice, data and network in an effort to prevent malfunctions.

The Contractor shall perform all the preventive maintenance as specified by the equipment manufacturers and/or as directed by MDAD. A Monthly Report shall be submitted to MDAD detailing the preventive maintenance required and/or performed in the previous Month and specifying the preventive maintenance planned for the upcoming Month.

Preventive maintenance shall include, but is not limited to:

1. Visually inspect batteries condition and voltages.
2. Check UPS voltages.
3. Routine replacement of lamps, indicators, protectors, and other components, which may fail through normal use.
4. Perform annual trunk and network traffic studies and implement corrective

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

action if required.
5. Perform annual voice mail port utilization study and configuration.
6. Inspect cabinets and fans.
7. Periodic cleaning of filters.
8. Perform database dumps and reviews quarterly and perform corrective procedures if needed.
9. Check all connections and punch downs.
10. Back up PBX hard drive data.
11. Backup Main Data network core, edge and Routers.

Performance Standards and detailed Service Requirements are shown in Section 2.2.9.

1.2.11 Maintenance and Incident Resolutions

The Contractor shall resolve all Incident and outages involving Services in a timely manner, following the priorities established in this Specification, to minimize disruption, increase performance level, and reduce interruption of Services within the Service Levels described herein.

The Contractor shall develop a complete operation and maintenance plan for all elements of the MDAD telecommunications and data network. This Work shall include all components of inside plant, outside plant, active and passive electronic equipment, and ancillary equipment that is part of the telecommunications and Network infrastructure and any additional Equipment added as provided hereinafter.

Contractor shall provide maintenance for all Equipment, Systems and Sub-Systems in place as identified in Exhibit B as well as any and all additional Systems, Sub-Systems, Equipment, or switches or products added in the future, when requested by the County.

This service shall include maintenance for all telecommunication cabling, circuits, devices and network cabling/distribution system that runs throughout the Airport(s). This includes the Premise Distribution System (“PDS”) that provides the cabling infrastructure, required for all telecommunications and data systems to effectively communicate. PDS also provides the physical connections for access to existing legacy systems, the wide area network, and the Internet. The PDS consists of single-mode and multi-mode fiber optic cabling; copper cabling (enhanced Category 5 UTP or higher as standards evolve) and possibly infrared, wireless or other distribution materials/media such as, color spectrum fiber optic switches. The PDS utilizes Information Management Outlets (“IMOs”), and consist of two (2) voice and two (2) data jacks (all RJ-45 modular jacks).

In addition, the PDS is designed to accommodate the Department’s anticipated future growth requirements. The Scope of Work includes the management of the PDS and the associated Cable Management System (“CMS”). Services shall include the data entry of “as built”, or other drawings or documentation information into the CMS as on-going work identifies the information.

Performance Standards and detailed Service Requirements are shown in Section 2.2.10.

1.2.12 Project Management Services

The Telecommunications / Network infrastructure at MIA shall continue to expand and evolve with new development at the Airport. This evolution involves design and construction projects, some are exclusively limited to telecommunications systems, and others involve a multi-discipline effort. Both types of projects may require management of the telecommunications portion of the project by the Contractor as

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

part of this work. For such projects, the Contractor shall also provide consulting and project management services.

Performance Standards and detailed Service Requirements are shown in Section 2.2.11.

1.2.13 Shared Airport Tenant Services (SATS)

The Contractor shall market, maintain, operate and manage SATS for the County, to Tenants and users at the Airport, consistent with the requirements of the Public Service Commission of Florida ("PSC") and all other governmental entity has jurisdiction over SATS, if and where applicable, and all applicable laws. Shared Airport Tenant Services Scope of Work includes:

A. The Contractor shall submit a yearly marketing and customer service plan (the "Marketing and Customer Service Plan") to the IS/T Director, for review and approval, to ensure the Airport's business partners receive the most efficient, effective and reliable telephone service possible. The Marketing and Customer Service Plan shall include, but not be limited to, the Contractor's plans to establish, market, and sell SATS as well as procedures for the handling of customer complaints and downtimes, including associated equipment requirements, and staffing plans. Procurement of any additional equipment when required to support these Shared Airport Tenant Services shall require prior written authorization from the MDAD Information Systems/Telecommunications Director. Throughout the course of the year, the Contractor's performance shall be measured against the approved plan.

B. The Contractor shall maintain and provide labor to repair the equipment so that the Shared Tenant Service is operating in accordance with this Specification.

C. The Contractor shall submit a proposed pricing plan for all SATS that the Contractor plans to use to ensure optimal billings of all gross revenues (the "Gross Revenues"). All tariff schedules and SATS billing rates must be approved by the Department.

Performance Standards and detailed Service Requirements are shown in Section 2.2.12.

1.2.14 Training Programs

Contractor may be requested to provide on-site training related to voice mail training to MDAD employees and other training such as Dispatchworks, Paging, Emergency Notification System, and all other instructions that the telephone users may need during the term of the Agreement.

In lieu of training at a distant site, Contractor shall be requested to provide on-site technical training courses for County's technical personnel. The County shall provide the Contractor with a sixty (60) day notice to arrange for training at County's premises. When special on-site technical training course is requested, the County shall pay (IF APPLICABLE) for the instructor's airfare, lodging and meals during the training session, in accordance with the rules followed by the County to compensate its employees at the time the travel took place.

Performance Standards and detailed Service Requirements are shown in Section 2.2.13.

1.2.15 Configuration Change & Asset Management

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

The Contractor shall adhere to sound configuration change, and asset management principles in addition to all County Standards. Detailed drawings shall be maintained that summarize various system layouts. Prior to changing equipment settings or configuration beyond the scope of routine day-to-day maintenance or troubleshooting, the Contractor shall provide written notice and/or drawings to MDAD of details surrounding the changes. The Contractor shall notify and coordinate approval of all scheduled outages with Tenants and/or MDAD Information Systems and Telecommunication Division.

Performance Standards and detailed Service Requirements are shown in Section 2.2.14.

1.2.16 Procurement

The Contractor shall procure all parts, equipment, and software necessary to perform the Work described herein. The County will compensate the Contractor in accordance with Article 8, “Payments and Cost Reimbursements” of the Agreement.

The Contractor shall maintain high use items “on-hand” in order to complete routine maintenance and MAC services within the aforementioned times. The Contractor shall recommend and control a spare parts inventory list that shall be solely used for maintenance repairs and MAC work. The Contractor shall also be responsible for “Special Order” parts. Special Order parts are those that are not routinely used or are large enough that a “just in-time” approach suffices to the procurement of these materials. All Parts shall be designated to specific service requests or projects as they arrive. Any residual, excess, or left over material shall be the property of the County.

Large item storage shall be authorized in secured designated outdoor areas. THE CONTRACTOR SHALL NOT USE MDAD COMMUNICATION ROOMS AS STORAGE AREAS**.**

The Contractor shall adhere to all escort and security requirements in regards to delivery personnel.

Performance Standards and detailed Service Requirements are shown in Section 2.2.15.

1.2.17 Maintenance of Spare Parts

The County shall provide space and staff to manage all County owned inventories. The Contractor shall recommend and procure parts on behalf of County.

It shall be the responsibility of County to keep the master list of all installed and spare equipment current throughout the duration of the Agreement. County shall be responsible for preparing a current updated copy of the master inventory list on the first day of every quarter.

County shall be responsible for the physical task of checking in the shipping, receiving, storing, and distributing of materials, parts, supplies and equipment, however, County shall be responsible to advise Contractor if spare inventory falls below ten percent (10%) of the installed device and obtain MDAD’s written permission including quantity, to proceed to purchase. Invoices for such approved spares shall indicate actual purchase price with back up attachment and County’s written approval to purchase. Performance Standards and detailed Service Requirements are shown in Section 2.2.16.

1.2.18 SATS Order taking, and Billing

The Contractor shall be responsible for the coordination implementation and billing of all MDAD approved MDAD/SATS Marketing Orders that have been assigned to

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Contractor by a work order/ticket number. Contractor's technicians are not authorized to perform work unless these work orders have been properly approved by MDAD.

Contractor personnel shall perform surveys in order to facilitate the requested work. The Contractor is solely responsible for scheduling all work directly with the MDAD or SATS customer under the direction of MDAD IS&T who may periodically escalate various work orders or priorities associated with different requests. Contractor shall perform all such Work in compliance to all MDAD requirements as to when and how the Work is to be completed.

The Contractor shall also coordinate access issues directly with MDAD or SATS customer. The Contractor shall assign personnel with project management skills to large-scale projects and/or larger Tenants to facilitate the timely completion of the Contractor's portion of the work.

Performance Standards and detailed Service Requirements are shown in Section 2.2.17.

1.2.19 Disaster Recovery Plan and Backup Services

The County and the Contractor shall jointly work on a plan for disaster recovery and develop contingency plans for major outages, utilizing the Contractor's or a third party off-premise resources as required to mitigate the problem.

A "Disaster" is defined as any unplanned interruption of the County's Telecommunication / Network devices and software and is anticipated to be more than twenty-four (24) consecutive hours duration that affects the ability of the County and its Users to conduct business and that affects the ability of Contractor to meet the Performance requirements stated herein.

The Disaster Recovery and Contingency plans for major outages shall describe how the computer servers, network, routers, hubs, and switches operating in various buildings and locations can be restored to operation in case of disaster or destruction. This plan is to be able to recover by building/location (not by application) and the technique of recovery is through restoration of files in equipment. Performance Standards and detailed Service Requirements are shown in Section 2.2.19.

1.2.20 Meetings

The Contractor's management team shall attend periodic meetings as required by MDAD with Tenants and MDAD to discuss on-going status of various projects. Contractor shall provide minutes as required by MDAD and track action items. This also includes daily exposure to Tenants and MDAD users to perform field surveys and determine the Scope of Work required to provide requested services for various projects as well as routine day to day MAC service requests. The Contractor shall maintain daily contact with the Tenants when appropriate, to ensure the timely completion of service requests as more fully described in the Performance Standards and detailed Service Requirements shown in Section 2.2.20.

1.2.21 Third Party Support Agreements or Third Party Technical Support Requirements

The Contractor shall maintain maintenance and technical support agreements with vendors associated with telecommunications systems and provision of CATV. The Contractor shall be responsible to pay for all maintenance contracts and support contracts necessary to perform the services outlined herein (collectively, the "Obligations with Vendors"). The County will compensate the Contractor in

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

accordance with the Payments and Cost Reimbursement Article of the Agreement. The Contractor shall be solely responsible for hands-on management of the systems. These third party agreements shall include when available from the third party and requested by MDAD:

A. Post-warranty service agreements;
B. advanced replacement agreements;
C. software and hardware revision/update provisions; and
D. technical support agreements that allow the Contractor & County to speak directly to engineer/technical support as required.

Performance Standards and detailed Service Requirements are shown in Section 2.2.21. Refer to Exhibit J for current list of Third Party Support Agreement requirements.

1.2.22 Cable Management System (CMS) Administration

The Cable Management System is a multi-user database system used to control all aspects of equipment, conduit, cable, terminations, physical labeling and other related data including installation status tracking as well as provisioning of new circuits. All provisioning shall be done through the CMS. Contractor shall be responsible to maintain the CMS database and input deletions, changes and new installations. Performance Standards and detailed Service Requirements are shown in Section 2.2.22.

1.3 Policies, Procedures and Performance Standards

1.3.1 Policy

The County, through MDAD Administration, sets the policies for the operation of all Airport owned devices and infrastructure. The Contractor shall abide by all County policies and procedures.

1.3.2 Not Used

1.3.3 Performance Standards

The Contractor shall provide high quality, reliable services for all Airport Users including all Airport Tenants and the traveling public. MDAD, EIA/TIA, BICSI Standards shall be utilized in the maintenance, engineering and installation of all inside wiring, outside plant and circuit engineering. The County must approve any deviation from these standards BEFORE any work is performed.

All Work performed shall be performed in accordance with the following standards, as applicable:

1. Any and all Federal, State and Local laws, building code requirements, statutes, ordinances, rules and regulations. Ignorance on the part of the Contractor or its subcontractor shall not exempt, excuse, or waive the Contractor from responsibility
2. Fire Codes NFPA 72
3. County Building Codes
4. Manufacturer or vendor's instructions about installation and service
5. Generally accepted engineering principles and industry standards, as provided below
6. Installation practices guidelines as described elsewhere in this document

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

7. Americans with Disabilities Act
8. MDAD Design Guideline Manual

The Contractor shall perform County needed voice/data cabling and electrical cabling as requested by MDAD. Contractor or subcontractor shall possess one (1) of the following licenses and State registrations (if applicable), and provide proof of such to the County:

STATE:

a) Certified Electrical Contractor, or

b) Certified Limited Energy Contractor; or

COUNTY:

a) Master Electrician (State registration required), or

b) Master Low Voltage (State registration required)

Contractor or subcontractor shall be proficient in all phases of telephone and data wiring as related to cable and wiring architectures in telecommunications spaces. All Work performed by the Contractor's on-site personnel shall include at least one (1) Registered Communications Distribution Designer who shall supervise all Work performed by Contractor.

Permits and Licenses: Contractor shall be responsible for obtaining all necessary permits and licenses required for installation and operation of the Equipment. Contractor shall cooperate and comply with any inspections required by all OSHA, Federal, State, and County codes, ordinances, statutes, and laws.

Any fines levied by the above mentioned authorities because of inadequacies to comply with this requirement shall be borne solely by the Contractor.

All Work performed and systems provided by Contractor shall be designed and implemented in accordance with the requirements of the latest revision of the documents listed below:

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

REFERENCE	DESCRIPTION
EIA/TIA 568	The commercial building-wiring standard. It defines a generic wiring system for a multi-product, multi-vendor environment
EIA/TIA 568B	The Commercial Building Telecommunications Cabling Standard. RJ.45 pin configuration defined in EIA Standard 568. Equivalent to AT&T 256A
EIA/TIA 569	The commercial building standard for telecommunications pathway and spaces. It defines the minimum requirements for ducts, closets and other spaces needed for data and telecommunications wiring
FCC Part 68	Federal Communication Commission document relating to connection of Premise equipment and wiring to the network
IEEE 241	Institute of Electrical and Electronic Engineers recommended practice for Electric Power Systems in commercial buildings
IEEE 802.1	IEEE Committee that defines the LAN Management and bridging standards
IEEE 802.3	Physical layer standard specifying a linear (bus) LAN using CSMA/CD access method
IEEE 802.5	Physical layer standard that specifies a ring topology LAN with a token-passing access method
IEEE 802.11	Wireless LAN Standards
ISO 9000	Manufacturing Quality Control Standard (certification)
NEMA 250	Enclosures for Electrical Equipment (1000 Volts Maximum)
NFPA 70	National Fire Protection Agency Standard for National Electrical Code
RFC 1157	Request for Comment for SNMP Standardization
RS – 232	EIA physical interface standard for use between data communications equipment and data terminal equipment

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

RS – 422	EIA standard for the physical interface between data communications equipment and data terminal equipment over circuits with their own ground leads
RS – 455	EIA standard for Fiber Optics – Fiber, Cables, Traducers, Connecting and Terminating
TSB 40A	Technical Systems Bulletin the provides additional transmission specifications for unshielded twisted pair connecting hardware
TSB 67	EIA/TIA standard for Transmission Performance Specifications
TSB 72	EIA/TIA standard for Centralized Optical Fiber Guidelines
UL144	Underwriter's Laboratories listing of Communications Cable as required by National Electrical Code
UL 1459	Underwriter's Laboratories Fire resistance requirements

1.3.4 Installation Practices Guidelines – In addition to MDAD Design Guidelines, the Contractor shall follow the following Guidelines, Regulations and Requirements:

a. All existing Federal Communications Commission rules and regulations apply as related to demarcation points and proper installation procedures.

b. Each telephone instrument shall have a "home-run" back to the distribution closet.

c. All blocks, instruments and cables shall be labeled by the Contractor upon installation and fully documented as part of the CMS.

d. Each cable installed shall be of the type designed for the application and environment in which it is to be utilized.

e. All unterminated cable ends, either in wall boxes or surfaces shall be fitted with covers designed for that purpose.

f. All cables/wiring, wherever possible, shall be concealed inside existing walls, ceiling finishes, or run inside wire mold.

g. All connectors shall be concealed in wall boxes and should not be left laying on the floor or be obstructive.

h. Laying cables on suspended ceilings or using the support wires of suspended ceilings to support any cable is strictly prohibited and is a violation of the National Electrical Code ("NEC"). Using electrical conduits or other building infrastructure services such as air conditioning ducts, fire sprinkler pipes, is a violation of the NEC. All cables, wires, and equipment for voice and data services shall be installed in conduit or, if approved by County, have independent support systems from the building structure, and any deviation from these rules shall result in the Contractor having to redo the Work at its expense.

i. Exposed cables shall be stretched and stapled at even distances to remove wrinkles, twists, and kinks.

j. For any underground or overhead cable installation, no interior type cable

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

can be used, whether temporary or permanent. Only cables designed for these kinds of installation shall be used, preferably polyethylene, rodent protected and jelly filled.

k. All cables connecting two (2) or more buildings together, shall be protected at each entrance, using three (3) element gas filled protection and properly bonded and grounded.

l. Station Location – all telephone sets shall be installed at locations pre-determined by the using agency.

m. All equipment and component parts purchased shall be new at the time of delivery unless otherwise approved by MDAD.

n. All telephone equipment shall comply with the specifications set forth in the FCC Rules and Regulations, Part 68.

o. All electrical work shall be performed according to the NEC and all applicable state, County, and local codes.

p. Where existing cables are found and available for re-use, they shall be re-used provided that they are of the proper size (no in-line splice or connectors shall be allowed), length, and meet proper installation standards.

q. Upon completion of every task, the Contractor shall leave the site cleared of all cables and other materials. Furthermore, the work sites shall be cleaned up daily and at the end of each installation.

r. All telephone station equipment utilized shall be compatible in color as far as possible with existing equipment and shall also be “plug compatible”.

s. All equipment removed from service and deemed reusable, shall be packaged and properly stored for future use when necessary. The Contractor shall complete the applicable inventory forms showing deletion or additions of telephones, or other equipment.

t. As required, the Contractor shall complete as-built drawings on new installations for reference when the projects are completed and submittal to MDAD.

u. The Contractor shall not deviate from proper installation standards at the request of the SATS customer or user, nor shall it accept and perform Work beyond the initial requests from the SATS customer or user, in accordance with the approved work order. Changes to work orders shall only be approved by MDAD Telecommunications. If the Contractor performs work beyond the initial request without the approval by MDAD, it does so at its own risk and shall not be paid for the Work performed.

v. Cable conduit and cable trays required to install new cabling shall be installed and utilized unless specifically waived in writing by County. Certain applications will arise where the Contractor shall install new raceways, conduit and cables. All new Work shall require prior approval from MDAD.

w. Contractor shall perform and maintain original cable test data including OTDR test reports and graphs.

x. Contractor shall prepare equipment rooms with cable trays, termination blocks, racks, cabinets, ground, firestopping, and core drilling as necessary.

y. The Contractor shall support and provide technical consultation for MDAD during Construction projects at County owned facilities

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

1.3.5 Examination of Work Sites, and Specifications

Where applicable and appropriate, the Contractor shall:

1. Examine all specifications, drawings, directions and conditions relating to the work.
2. Visit the job site.
3. Investigate any difficulties encountered in performing the work.
4. Notify the County of any discrepancies, conflicts or other field conditions that will affect the Work to be performed.

Contractor shall have actual knowledge of the construction and labor conditions under which the Work is to be performed, has inspected the sites, and has read and is reasonably familiar with the Agreement, Specification, Attachments and Exhibits, documentation, and plans provided by County prior to the execution of the Agreement for the buildings in which the Work is to be performed.

It is acknowledged that substantial construction and renovation is occurring on a continuous basis at the Airport and that Contractor's knowledge is limited to its actual knowledge of existing conditions at the time the work is requested. Failure to read or become familiar with said Agreement, documents, plans or specifications shall neither exempt, excuse, nor relieve the Contractor of its obligations to furnish all necessary Equipment, Services, and labor necessary to satisfy the Contractor's obligations under the Agreement and to complete the Work for the consideration set forth herein.

Contractor shall at all times conduct its Work so as to ensure the least possible obstruction to the County and the least inconvenience to the vicinity of the work site. The Contractor shall assume full and complete responsibility for, and all risks in connection with the Services.

1.3.6 Special Conditions at the Sites

All material for the installation of services shall be delivered and the Work conducted so as to minimize any interference with concurrent work of others and normal operations in existing MDAD facilities. Every effort shall be made to limit dust, noise and fire hazards during installation.

Debris due to Contractor's work shall be cleaned and carted away by the Contractor prior to leaving the premises.

At the job sites, noise from equipment shall be kept to a minimum by use of adequate mufflers or other acceptable means. Noisy installation of equipment shall be scheduled when disruption to MDAD, SATS customers and the public shall be minimal and cause the least inconvenience.

The Contractor shall conform to applicable fire regulations and building codes.

The Contractor shall protect against injury to persons, and damage to pipes, conduits, trees, fences or other visible structures.

Precautions shall be exercised at all times for the protection of persons and property. The Contractor and its subcontractors shall conform to all OSHA, Federal, State and County regulations. Any fines levied by the above mentioned authorities due to failure to comply with any requirements shall be borne solely by the Contractor.

1.4 Specification Compliance

If repair requirements arise on existing cable plant that is not installed according to

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

manufacturer or industry specifications, the Contractor shall provide notice and an estimate to the County to bring such infractions to specification while accomplishing the repair.

The Contractor shall be liable for circuit continuity and maintaining circuit records from the local service provider to the station jacks. In many instances, the Tenant has a Key Service Unit ("KSU") or other devices in the middle of this cable path and the existing cable records may or may not have records showing these outlets. Under these circumstances, the Contractor shall document any non-specification issues, provide notice to MDAD and jointly work with MDAD and/or the Tenant to upgrade this infrastructure to County specification and document said upgrade in the cable records. The Tenant will incur the expense of bringing such facilities up to County specification.

1.5 Telecommunication and Data Infrastructure Coverage

MIA has installed a structured-cabling infrastructure or Premise Distribution System (PDS) including copper and fiber optic, riser cable, backbone cable, horizontal distribution cable, computer equipment & telecom rooms, throughout all terminals (horizontally and vertically). The intent is for the County to utilize this telecommunication infrastructure as a common system to support basic Building/Terminal technology systems, and deliver shared IS & T Services (voice, data, radio, CATV and CCTV) to terminal Tenants. The Contractor shall Operate and Maintain this Infrastructure. The Contractor shall provide, as required, additional cabling infrastructure terminating at and within each Tenant's Leasehold area. The respective Tenant shall be responsible for installing and servicing their private equipment and systems (within their respective leasehold).

This structured-cabling infrastructure includes the lines for both voice and data lines and cable termination, associated wiring to the point of interconnection including switched equipment and nodes dedicated for access to the public switched network and to on-airport locations of MDAD and Tenants of MIA.

The Contractor shall have the responsibility to (a) maintain all equipment and facilities required for the provision of the service describe herein in good working order, and (b) maintain connectivity of the system to permit private telecommunications services. It shall be Contractor's obligation to restore service for malfunctions of equipment which affect MDAD or its Tenant's operations.

1.6 Equipment Failure

If any Equipment malfunction is determined by the Contractor to be the fault of any other company, the County will so notify said company and request appropriate repairs and alterations. The County, Contractor, and the other company, if pertinent, will mutually determine the point of failure and the party responsible for payment. Notwithstanding the foregoing, if there is an emergency, the Contractor shall repair same in accordance with the Problem and Reporting Escalation subarticle in the Agreement and if during off hours, the County shall compensate the Contractor as provided herein and seek reimbursement from the other company. If the Equipment malfunction is associated with the Contractor's failure to install the Equipment properly or according to the Manufacturer's specifications, the Contractor shall pay all costs.

1.7 Maintenance of Equipment, Systems, or Sub-Systems Purchased from Others.

In the event the County adds or purchases equipment, systems or sub-systems from other contractors or vendors, the County shall timely notify the Contractor in writing of the installation of said equipment, systems or sub-systems. After installation, and unless otherwise notified by the County, the Contractor shall be responsible for

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

maintaining the equipment, systems, or sub-systems, pursuant to the Scope of Services Article of this Specification.

1.8 Penetrations in Concrete or Other Structural Members

Core drilling of poured concrete slabs, walls, beams, and the like, shall be performed in a safe and workmanlike manner, performing X-Ray testing as required, to minimize danger and damage to personnel and/or equipment and property, and dust production and in full compliance with MDAD Design Guideline Manual. All core drilling shall be completed in all telecommunications closets, MDF, IDF, before cable placement begins. Periodic clean up and removal of debris generated during core drilling operations shall be performed by the Contractor.

The Contractor shall temporarily plug all slab penetrations as they are drilled to prevent dust and debris from the floor above from damaging any facilities on the floor below. Core drilling shall be scheduled and reviewed with the appropriate Building Manager before commencement.

The Contractor shall utilize approved fire barrier materials.

1.9 Unsatisfactory Work

The County shall inform the Contractor of Unsatisfactory Work. The Contractor has five (5) calendar days, commencing from the notification to remedy and cure the Unsatisfactory Work (the “Cure Period”), prior to the County withholding payment for the work and taking other measures provided for by the Agreement. The County may extend the Cure Period.

End-of-Services Transition Program Plan:

Upon termination or expiration of the Agreement, the Contractor shall take all reasonable steps to assist the County in effecting a smooth transition to a new provider, such as the staffing overlap of managerial, administrative, or technical personnel from the Contractor, with the incoming new provider or the Department’s personnel, to ensure that either the new vendor or the Department’s qualified operating and maintenance personnel are trained in all aspects of the System. The support shall be provided in the areas that pertain to the County, and Contractor on- site operations for the County.

Such transition shall take place one hundred-twenty (120) days, but in no event less than thirty (30) days prior to last day of Agreement expiration or termination. In addition, the County may negotiate with the Contractor for a contract extension for such a transition program.

Contractor shall provide MDAD with all necessary assistance to allow the Services to continue without interruption or adverse effect to MIA, its Airlines, Tenants and users, and to facilitate the orderly transition of Services to MDAD’s staff or its new vendor/designee. At no additional charge to MDAD, the Contractor shall assist MDAD to develop a plan for the transition of all of the Services required under the Agreement.

The purpose of the End-of-Services Transition Program Plan is to ensure that either the new vendor or the County’s qualified operating and maintenance personnel or their assigns are trained in all aspects of the System, provided that the Contractor’s sole responsibility shall be to implement a program in good faith and in no event shall the Contractor have any liability or responsibility for whether the new vendor or the Department’s qualified operations and maintenance personnel actually are competent to perform the Services to which they are assigned.

As part of this End-of-Services Transition Program Plan, the Contractor shall ensure that all applicable equipment and systems are operational and installed in accordance

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

with plans and specifications, and ensure that Documentation is updated and submitted to the Department including, but not limited to, as-built/record documents and manufacturer's operations and maintenance manuals, and operational procedures specific to MDAD.

1.10 Natural Disasters, Emergency Response and Evacuation Procedures

Contractor shall follow MDAD's and its IS&T Division's established procedures and guidelines for Natural Disasters, Emergency Response and Evacuation Procedures. Reference in these procedures to network, telecommunications, telephone or Information Systems personnel shall be inferred to include Contractor and Contractor's employees. Contractor shall be required to assist County with preparations to protect and prepare the Airport for such disasters.

ARTICLE 2
PERFORMANCE STANDARDS AND DETAILED REQUIREMENTS

2.1 General

The objective of the Performance Standards and Detailed Requirements is to outline Contractor's requirements to assist the Airport in its support, operation and management of its telecommunication and data infrastructure. These requirements are to be used as a general guide and it is not intended to be a complete list of all Work necessary to provide all the Services, contemplated under the Agreement.

The following are general requirements that apply to all Services:

Badging: All on-site employees shall have MDAD AOA Badges and Custom's seals if applicable. Contractor shall be responsible for all cost associated with obtaining AOA and Customs' badging. All airside drivers shall obtain all required licenses and permits.

All-Inclusive: Contractor shall furnish all supervision, labor, tools, machinery, hardware, test equipment, materials, services, third party software and hardware support, and shall furnish forces (shown below) and work such hours as agreed to herein to ensure compliance for the Scope of Work and SLAs stated herein. As workload may change throughout the term of the Agreement, Contractor and MDAD shall meet from time to time to discuss if on-site hours and/or number of personnel should be adjusted. Management Fee shall be adjusted for such changes as shown in Agreement Article - Payment and Cost Reimbursements.

Contractor's service organization shall provide support including dispatching resources in response to alarms, complaints, and requests for service. Activities will be coordinated through the Service Desk.

Comply with Service Level Requirements: Contractor shall strive to meet required Service Level for problem resolution, circuit provisioning, and MACs and shall escalate as needed in accordance with the procedures provided herein.

Contractor shall anticipate and be responsive to high call volumes during the peak travel times.

Unless otherwise stated in this document, the Contractor's staff shall be available on site to perform the services outlined in this document from 8 am to 5 pm Monday through Friday except Holidays.

Staff normal work hours shall coincide with the hours necessary for the nature of the work. The County shall not pay overtime for Work that is normally done in the evening hours or after mid-night.

For those services that are not 24 x 7 x 365, during off hours, weekends, and holidays,

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

the Contractor shall have “on-call” trained technicians to cover all the Equipment and systems specified in this document.

Documentation and Reporting: Contractor shall document and report operational metrics, including activity logs and SLAs. Frequency of reports shall be monthly or as requested by MDAD. Upon analysis of these metrics, Contractor shall address and remedy any systematic problems or negative performance trends.

Environmental Maintenance: Contractor shall provide Environmental Maintenance of all equipment and Core Rooms (Bldg. 3030 Switchroom) and notify the Department of any issues identified in Telecommunications Rooms shared by other vendors, users, and tenants of the Airport termination rooms. Environmental Maintenance is defined as keeping these areas free from excess papers, tickets, bag tags, trash, dust and dirt. The electronic equipment is sensitive and need to be kept in a clean, maintained environment. This shall be considered part of preventive maintenance.

Upon completion of any MAC, maintenance, or repairs, the Contractor shall reconnect any utilities, equipment, or appliances removed by the Contractor in the course of work, and replace all furniture, and objects moved by the Contractor for the performance of the work. Debris and rubbish created by the Contractor shall be removed and the premises left clean. This includes dust caused by the removal of ceiling tiles. Contractor shall be responsible for replacing any ceiling tiles that are broken by its personnel or subcontractors.

It shall be the Contractor’s responsibility to reconstruct Work Areas as originally found.

Tenant Access: Access to Tenant premises shall be coordinated by the Contractor with the Tenants.

The County will at all times have access to all Equipment, Systems, Sub-Systems and work areas.

Coordination: Contractor shall fully cooperate, and when directed by the County, coordinate the installation and maintenance of all Systems, Sub-Systems, and Equipment with any other contractor under contract with County, and with County personnel for work related to, but not included in, this Specification. Contractor shall not modify the work of any other contractor or the County without the express, written consent of the County.

Contractor’s Staff shall work with designated Airport Staff on various levels of support, including working to resolve Help Desk Tickets.

Service / Performance Levels Not Met: In addition to the monetary Monetary Assessment for Non-Performance stated in the Agreement, the Contractor shall ensure that proper coverage will be achieved at all times in the support and maintenance of Miami International Airport. In the event of illness or staff mutation, The Contractor shall increase shift time, utilize (bring onto site) one of its national technicians or transfer resources from other projects until such time as local manpower coverage is normalized (to the previous approved staffing level) at no additional cost to the County.

2.2 Performance Requirements

2.2.1 Voice Equipment and Maintenance Services

Hours of Operation

Service shall be provided 24 x 7 x 365. Technical staff on-site 7:00 A.M. – 11:00 P.M. Monday through Friday with an on-call function Monday – Friday, from 11:00 P.M. – 7:00 A.M and 24 hours a day, weekends and holidays. The Contractor shall have “on call” trained personnel to cover all of the equipment and systems described herein. The County reserves the right to require the

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Contractor to provide on-site staff 24 hours a day for this service provided the Contractor's staff levels are adjusted as necessary.

The Contractor shall provide MDAD, for approval, a general description of its daily staffing requirements that will apply over the term of the Agreement. Staffing plans may be modified from time-to-time by written Agreement of both parties.

Qualification Requirements for Telecommunication Services

In addition to the requirements stated in herein, refer to Exhibit C for further Job Descriptions and Qualifications.

Service Levels and Deliverable Requirements for Telecommunication – Voice Services

The Contractor shall be responsible to provide and maintain all telecommunications systems, circuits and cabling. Contractor Services shall include the diagnostic, maintenance, and user support services to ensure the system availability.

Contractor's maintenance of the telecommunications infrastructure shall ensure optimum performance and availability. The intent of maintenance is to identify, quantify and rectify any potential problems before they evolve to a service-affecting situation. Such systems, circuits and cabling include, but are not limited to:

The current Telecommunications systems are detailed in Exhibit B. It includes; (i) two (2) CS1000M Switches (located in Building 3030 C wing, and in the Concourse E switch room E2386 (collectively, the "Core Rooms")); (ii) two (2) CS1000M switches located at the Opa Locka, Kendall-Tamiami, general aviation facilities (reflected in the current Voice Topology Drawing), and two (2) BCM50 switches located at the Homestead General Aviation Airport and the Opa-Locka airport tower.[1]
(iv) 16 Baker Consoles provide communication systems integration in the Airside Control Towers as follow:

A Tower - 3 consoles

Airside room S-1411 – 1 console

Landside Ops (park 3) – 2 consoles

Terminal PBX room – 1 console

E Tower – 4 consoles

J Tower – 5 consoles

The number of telephone ports currently in use are:

CS 1000M Switch, located in the Terminal Building:	2531 ports
CS 1000M Switch, located in Building 3030:	718 ports

Twenty three (23) Intelligent Peripheral Equipment (IPE) systems located in Fourteen (14) different locations:

[1] The CD Building 3030 source book and the CD Main Terminal source book are available for review and inspection when authorized by the Department in accordance with federal, state and local law.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Served from terminal PBX: (1056 from South Terminal)	3376
Served for Building 3030 PBX: (1056 from South Terminal)	3300
Total	9,925 ports in use

Main PBX/Switch Rooms

For telephone rooms, the Contractor shall comply with ANSI EIA TIA Commercial Building Standard for Telecommunications Pathways and Spaces.

Telephone Distribution Points

The Contractor shall comply with the following:

(a) Telephone distribution to areas distant from main telephone rooms requires an additional telephone closet or closets. Access to these spaces have the same requirements as telephone rooms as specified in the EIA/TIA 568 Standard. In addition, since many distribution points are in shallow closet-type areas, free access space in front of telephone backboards shall be provided. This area shall be kept clear for maintenance personnel for a minimum distance of three (3) feet.

(b) A plywood backboard, 3/4" exterior grade, painted black or blue with a minimum size of four feet by four feet (4'-0" x 4'-0") shall be installed at all telephone distribution points.

(c) A minimum of one (1) four-outlet (quad) receptacle on a dedicated circuit shall be installed at the telephone and data backboard. This outlet shall be at a minimum height of sixty (60) inches AFF.

(d) Adequate lighting shall be supplied at all telephone distribution points.

(e) Each telephone distribution point shall be supplied with a suitable earth ground. The minimum size wire shall be number 4 AWG and shall terminate on a grounding bus at the lower right or left side of backboard.

Uniformity and Standardization of Components

All components used in service provisioning shall be of the same type and manufacture as other components used for the same purpose in existing portions of the network. The Department Manager shall approve, in writing, any proposed changes to this component list due to obsolescence or other commercially acceptable reasons.

Removal of Unused Cabling and Equipment

During remodeling efforts or furniture rearrangements within existing space, new MAC requests are submitted by the customers of MDAD. Existing outlets are to remain during this process, unless specifically identified in the request for removal. In addition, when walls are removed, the jacks shall be disconnected and cable records amended to reflect that change. In order to maximize existing cable plant, the Contractor shall avidly pursue disconnecting unused jacks for cross-connects to backbone cabling. Associated blocks shall be re-labeled and cable records updated where affected. The Contractor shall be responsible for opening and re-sealing fire rated assemblies when such

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

assemblies are involved with the removal of unused cable and equipment.

Existing Utilities/Cable/Duct Locate Services

The utilities at MIA are covered under a blanket locate agreement for incidental jobs. The Contractor shall provide on-site cable locating support to augment the current locate service provider in situations where cable depth shall be determined, or where direct buried facilities which fall outside of the provider service shall be located. In addition, the Contractor's locate capability shall be used to meet delivery schedules of MAC or repair service.

Existing Utilities

(a) The Contractor shall contact all concerned utilities before performing any utility modifications, utility shutdowns, or any hot work on existing utilities within a building.

(b) Contractor shall complete the Underground Utilities Clearance Sign-Off sheet and submit to the assigned Department Manager.

(c) Contractor shall complete the Shut Down Request form and submit it to MDAD Maintenance Engineering in accordance with the form's instructions.

(d) Before initiating hot work, the Contractor shall submit the hot work permit application. Hot work includes, but is not limited to, brazing, cutting, grinding, soldering or thawing of utility pipes, torch applied roofing, and welding.

Visual Maintenance

Visual maintenance is essential to efficient operation Visual maintenance is to be performed by certified technicians at scheduled intervals. This maintenance category is performed according to the requirements set forth in the manufacturer's operations and maintenance manuals and referenced industry standards.

Corrective Maintenance

Corrective maintenance includes those actions performed by certified technicians to restore components of the telecommunications infrastructure to operational status after a failure has been identified.

The maintenance functions performed under this category shall include, but are not limited to, fault isolation, removal and repair or replacement of faulty infrastructure components.

The corrective maintenance process begins the moment the Help Desk function is informed of a service outage affecting any part of the communications infrastructure.

Performance Standards

All telephone services provided to the end user shall meet the following service availability criteria: The grade of service and blockage at any Airport facility shall not exceed 2% for each access and egress and 1% for transport. The grade of service shall be determined using the Airport's facilities average monthly business day busy hour traffic data.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Call setup delay shall not exceed 5,550 milliseconds on average and 900 milliseconds for the 95th percentile over a 24-hour period. Availability of service shall be 99.99%, not including time used for planned preventive maintenance.

Service Levels:

In addition to the service level requirements shown in 2.2.10, Contractor shall achieve the following performance standards for all Telecommunications needs:

Service	Service Level
Performance	▪ The Airport standard is no down time; however, understanding that a service window is required to perform maintenance, network reliability shall be 99.98%.
System availability	▪ Network up-time shall be 99.98% or greater during peak Airport business hours between 7:00 a.m. to 11:00 p.m., seven days a week. ▪ Any non-emergency network downtime shall occur after 48 hours' notification has been provided to MDAD and its Users/Tenants, (Monday – Friday).
Response Time – During On-Site Hours	When responding to trouble tickets, the Contractor shall respond within 10 minutes by telephone or 20 minutes to the location of the problem and resolve 98% of equipment problems within 2 hours and cable problems within 4 hours.
Service	**Service Level**
Response Time – During On-Call Hours	Shall respond within one hour after notification is sent. Critical and Major Failure repairs to commence and be fully restored within 4 hours of notification.
User Support	24 x 7 x 365

Monetary Assessment for Non-Performance:

Five or more documented complaints in any given month from MDAD management or Users/Tenants regarding the Contractor's responsiveness, or inability to complete restoration in a timely manner shall result in Monetary Assessment for Non-Performance being invoked. Monetary Assessment for Non-Performance shall also be invoked if Availability of Service falls below 97% in any given month. Refer to "Monetary Assessment for Non-Performance" Article in the Agreement.

2.2.2 Data Network Equipment and Services

Hours of Operation

Service shall be provided 24 x 7 x 365. Technical staff shall be on-site 24 X 7 X 365. At a minimum, at least one (1) Network Engineer will be on- site at all times.

The Contractor shall provide MDAD, for Approval, a general description of its daily staffing requirements that will apply over the term of the Agreement. Staffing plans may be modified from time-to-time by written Agreement of both parties.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Qualification Requirements for Data Services Technicians

In addition to the requirements stated in herein, refer to Exhibit C for further Job Descriptions and Qualifications.

Service Level and Deliverable Requirements for Data Network Equipment and Services

The Contractor shall be responsible to provide and maintain all system hardware, devices and Software associated with the operation and management of the ATM and Ethernet backbone. Contractor Services shall include the diagnostic, maintenance, and user support services to ensure that the system providing user connectivity at various Airport offices remains operational.

Contractor's maintenance of the data communications infrastructure shall ensure optimum performance and availability of the infrastructure. The intent of maintenance is to identify, quantify and rectify any potential problems before they evolve to a service-affecting situation.

The current MDAD, MIA Enterprise Network (MEN) is a Cisco MPLS based Network, it has a 10 gigabit backbone, twenty eight 6500's layer 3 switches, Seven 6500's layer 2 switches, Thirty 3750 layer 2 switches, Three Hundred 2960, layer 2 switched and 9 routers (2611, 2811, 3745, 3825, 3845), today MEN provides services to approximately 7,273 actives ports. These switches are currently located in Telco rooms in Building 3000, Concourses, Building 3030, Building 5A, Building 100, the Cargo Clearance Center ("CCC"), 700's and 800's buildings, the Satellite Building, Landside Administrative Offices on the Ground Floor of the Dolphin Garage, MDAD computer rooms, and the MDAD Administration Building second - seven floor.

There are 281 Telecommunication Rooms with MEN equipment presence and 448 passive Telecommunications Rooms. Total Telecommunication Rooms 729.

The MEN interconnects with the new security network ("New Security Network") effectively. Contractor shall be expected to eventually take over the maintenance of the security network which is comprised of 10/100/1000 Mbps and 3/12/48 ATM backbone. The installed network conforms to IEEE 802.3 and IEEE 802.5 standards for switching. The installed switches are capable of concurrent switching of all protocols specified in this Specification, AUI Ethernet (IEEE 802.3, 10BaseTX, 100BaseTX), and Asynchronous Transfer Mode ("ATM") 1000Base Gigabit and 10 Gigabit Ethernet media connections. The Contractor shall notify the Department in writing and justify if an additional headcount is required in order to take over the maintenance of this system.

The Local Area Networks conforms to the following standards:

a) IEEE 802.3 10BaseT, 100BaseT, 1000 and 10 Gigabit Ethernet
b) ATM Standard

The installed network has the capability to interface with and shall conform to the following networking protocol standards:

a) TCP/IP (RFC 793 / RFC 791)
b) OSI (ISO)
c) ATM

The installed network conforms to IEEE 802.3 and IEEE 802.5 standards

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

for transparent routing. The installed routers are capable of routing all protocols specified in this document, and support dual mode, AUI Ethernet (IEEE 802.3, 10BaseTX and 100BaseTX), and ATM media connections.

Test equipment shall include, but is not limited to, Sniffer analyzer, FLUKE, OTDR, Optical Interferometer, an Optical Loss / Return Loss Test Set including, Dual Wavelength 850/1300 nm LED source with ST connector and InGaAs detector, Dual Wavelength 1310/1550nm Cooler LASER with HRL faceplate connector and InGaAs detector.

For the purposes of the cable infrastructure, two (2) types of maintenance shall be performed: visual maintenance (a derivative of preventive maintenance); and, corrective maintenance. Types of Maintenance shall include but is not limited the following:

Visual Maintenance

Visual maintenance ("VM") is essential to efficient operation. VM is to be performed by certified technicians at scheduled intervals. This maintenance category is performed according to the requirements set forth in the manufacturer's operations and maintenance manuals, industry standards and MDAD instruction. VM activities include such functions as changing verifying revision level on spare hardware, inspecting/updating documentation, etc.

In addition to the actual copper and fiber cabling, the following systems/equipment are understood to be included in the visual maintenance processes:

a. Air Conditioning in Equipment rooms
b. Channel banks, Main Distribution Frames, raceways and associated wire assemblies
c. Switches and Routers
d. Ground Buss Bars
e. Batteries, rectifiers, inverters and other associated power equipment

Visual maintenance is practiced to help prevent service outages due to performance degradation or physical deterioration. The visual maintenance program shall consist of periodic on-site inspections and performance monitoring.

The following visual inspections shall be performed at each location:

a. Inspection of all equipment and cables for physical condition, including abrasions, breaks, and deformities
b. Inspection of site for cleanliness
c. Inspection for environmental problems due to temperature, humidity, or water leakage

In addition to the visual inspections, the technicians shall perform any necessary cleaning of equipment supported/policing of the area and notify the Department of any issues identified as a result of other vendors, users, and tenants in support of the highest standards of workmanship.

Contractor is responsible for the development and execution of a visual

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

maintenance schedule. This schedule includes the following detail:

a. Task Number
b. Task Description (VM activity to be performed)
c. Frequency (Daily, Weekly, Monthly, Semi-Annual, Annual)
d. Day of Week to be Performed (If weekly or monthly)
e. Initials of Personnel performing the VM Task

The VM Schedule shall be constructed in such a manner that all tasks requiring the same frequency of VM are grouped under the following headings:

a. Daily
b. Weekly (Noting day of week)
c. Monthly (Noting day of month, i.e., 1st Mon, 1st Tue, etc.)
d. Semi-Annual (Quarterly, Every other Quarter, etc.)
e. Annual

Corrective Maintenance

Corrective maintenance includes those actions performed by certified technicians to restore components of the communications infrastructure to operational status after a failure has been identified.

The maintenance functions performed under this category shall include, but are not limited to, fault isolation, removal and repair or replacement of faulty infrastructure components.

The corrective maintenance process begins the moment the Help Desk function is informed of a service outage affecting any part of the communications infrastructure.

Service Level Requirements

In addition to the service level requirements shown in 2.2.10, Contractor shall achieve the following performance standards for all Data Network Infrastructure:

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Service	Service Level
Performance	▪ The Airport standard is no down time; however, understanding that a service window is required to perform maintenance, network reliability shall be 99.98%. ▪
System availability	▪ Network up-time to be 99.98% or greater during peak Airport business hours between 7:00 a.m. to 11:00 p.m., seven days a week. ▪ Any non-emergency network downtime shall occur after 24 hours' notification has been provided to MDAD and its Users/Tenants.
Response Time – During On-Site Hours	When responding to trouble tickets, the Contractor shall respond within 10 minutes by telephone or 20 minutes to the location of the problem and resolve 98% of equipment problems within 2 hours and cable related problems within 4 hours.
Response Time – During On-Call Hours	Shall respond within one hour after notification is sent. Critical and Major Failure repairs to commence and be fully restored within 4 hours of notification.
User Support	24 x 7 x 365

Monetary Assessment for Non-Performance:

Five or more documented complaints in any given month from MDAD management or Users/Tenants regarding the Contractor's responsiveness, or inability to complete restoration shall result in Monetary Assessment for Non-Performance being invoked. Refer to "Monetary Assessment for Non-Performance" Article in the Agreement.

2.2.3 Power Supplies

Hours of Operation

Service shall be provided 24 x 7 x 365. Technical staff on-site 7:00 A.M. – 11:00 P.M. Monday through Friday with an on-call function Monday – Friday, from 11:00 P.M. – 7:00 A.M and 24 hours a day week-ends and holidays. The Contractor shall have "on call" trained personnel to cover all the systems as specified herein. The Contractor shall provide for MDAD Approval, a general description of its daily staffing requirements that will apply over the term of the Agreement. Staffing plans may be modified from time-to-time by written Agreement of both parties.

Qualification Requirements for Services

In addition to requirements shown in Exhibit C, the technician providing maintenance and repair services for UPS should have two (2) years UPS field experience and factory certified training.

The Contractor shall be versed in the repair, analysis and solutions to

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

power system problems. Knowledge of grounding of power supplies and equipment cabinets is of primary importance. The Contractor: (i) shall be able to follow manufacturer's specifications for grounding; (ii) shall have appropriate test equipment, and be able to test systems for differences in ground potentials; and (iii) correct systems that do not meet manufacturer's specifications.

Service Levels and Deliverable Requirements

Contractor shall provide services in accordance with the following requirements, as applicable, for each UPS:

A. Visual Inspection when requested and at no additional charge:

a. The electrolyte level of the battery
b. All fuses, panel meters, panel lamps and circuit breakers
c. All power connections for signs of overheating
d. All printed circuit board connections. Swab contacts if necessary
e. All printed circuit board capacitors, including DC and AC capacitors, subassemblies, and bridges, looking for signs of component defects, stress or leakage

B. Check All:

a. Battery float voltages
b. Cable connections
c. ECE power supply voltage
d. Terminals
e. Circuit breakers
f. Output terminal volts, fuses, charge current and equalize voltage on the battery charger
g. Load current
h. Inverter frequency controller
i. DC ground detection offset
j. Inverter leg current average balance
k. Output filter current average phase balance
l. Rectifier bridge current average leg balance
m. AC and DC protection settings and operation
n. Input and output frequency and voltage bandwidth settings
o. Power supply voltages and waveforms✳ System input voltages and input currents (all phases)
p. DC charging voltage, record settings. Adjust to nominal if necessary.
q. Rectifier and inverter phase
r. System bypass voltages (all phases)
s. UPS area ambient temperature and condition of ventilating equipment
t. Cleanliness of UPS area and UPS power module
u. Monitoring System parameters including alarm archive and printing

C. Clean, Replace, and Adjust – Contractor shall:

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

a. Clean all battery terminals
b. Clean all circuit breakers
c. Clean all fuses
d. Clean control panel / CRT screen
e. Replace all circuit breakers and fuses as required but not less than once every two years
f. Replace cell or battery as required
g. Replace monitor bulbs
h. Replace all air filters twice a year
i. Replace power supply back-up control battery cells once a year
j. Adjust all panel meters to measured values

D. Test all:

a. Electrolyte gravity
b. Switch in the transfer switch and by-pass switch
c. Voltage output and current draw in the inverter
d. DC filter capacitance
e. Local and remote alarm lamps
f. Verify Generator operation and interface

Contractor shall perform preventative maintenance ("PM") at least three (3) times a year on all applicable UPS. During each PM, Contractor shall:

Battery Room Environment: Check the general appearance of the batteries and area. Record ambient temperature and note changes in temperature and battery appearance. Verify that the air conditioning and ventilation equipment is working.

Battery Inspection: Visually inspect each battery, and the supported racks. Check batteries for signs of damage, staining, corrosion, and excessive swelling. Clean container tops, racks, and battery room. Ensure all rack support s are checked for corrosion, deformity, and physical damages. Repair as necessary.

Charging System: Check that the charging system is operating properly. Compare the recommended float voltage for the system to the actual output and reading on the panel meter. Adjust and correct as required.

Battery Capacity Testing: Perform a momentary high rate load (integrity) test by placing a 100 amp load for 10 seconds across each battery and measure and record the voltage drop under load.

Individual Battery Terminal Temperature: Measure and record the temperature of the negative terminals of every fourth battery using a non-contact (infrared type thermometer. If the maximum battery temperature variation is greater than 5 degrees F., the cause shall be found and eliminated as failure to balance temperatures in the battery system could dramatically decrease battery capacity and service life.

Connection Maintenance: Randomly check the torque on 10% of the inter-unit connections. Once a year, measure and record the inter-unit connection resistance of each battery using a Digital Low Resistance Ohmmeter ("DLRO") and/or re-torque every inter-unit connection to battery manufacture's torque specifications.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Reports and Graphs: Provide a detailed written monthly report describing the condition of the batteries and any additional corrective maintenance required or recommended.

2.2.4 IT Service Desk / Network Management System

Hours of Operation

Contractor's IT Service Desk shall be staffed on-site and operate 24 hours a day, seven (7) days a week, 365 days a year (24 x 7 x 365).

Qualifications Requirements for IT Service Desk Technicians

In addition to the requirements stated in herein, refer to Exhibit C for further Job Descriptions and Qualifications.

General Scope and Requirements:

The existing Network Management System ("NMS") is currently hosted on MS Windows 2000 using the HP Network Node Manager. The NMS shall monitor all network components using standard SNMP applications. An audit trail of system operations and configuration changes shall be maintained by the Contractor using the NMS. The Contractor shall provide the following network management functions using the NMS applications:

1. Fault management.
2. Configuration management.
3. Performance monitoring management.
4. Accounting management.
5. Security management.
6. Remote monitoring
7. Network utilization report
8. Network errors report.
9. Respond to alarms.

All network components shall be SNMP manageable and conform to RFC 1157. Online system health monitoring shall be provided for verifying the health status of major network components and to support software and hardware maintenance activities.

Functions of the IT Service Desk include:

a. Continuously monitor the health of all IT infrastructure hardware and the Airport's business-critical systems to ensure optimal network connectivity and performance

b. Identify potential problems in circuits, hubs, routers, servers, hardware and applications before end-users are affected using Contractor provided tools

c. Report outages

d. Dispatch technicians

e. Manage with appropriate parities any moves, adds, and changes to the network

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

f. Schedule equipment maintenance

g. Monitor network security

h. Provide availability measurements

i. Accept incoming IT Service Desk requests for network assistance according to established procedures

j. Provide outbound notification of service interruptions to identifies points of contact

k. Track, monitor, resolve, and report all open trouble tickets assigned to the IT Service Desk

l. IT Service Desk Technician shall 'ping' to determine availability and round-trip response time for selected network systems, and trace route information

m. Periodic Adhoc Reports

IT Service Desk Requirements and Deliverables

IT Service Desk Requirements and Deliverables shall include, but is not limited to the following.

a. Staff and manage a 24 x 7 x 365 IT Service Desk on-site at the Airport.

b. Demonstrate that IT Service Desk staff consists of individuals certified in Cisco, Avaya and Marconi Networking and Switching, Asynchronous Transfer Mode ("ATM"), Ethernet technology and equipment.

c. Log all requests and resolutions.

d. Meet Service Levels for problem resolution and escalation.

e. Document and report on network-related availability metrics, including but not limited to the following:

   I. Inventory information reports from applicable managed nodes and endpoints generated after scans of desktops for applications and platforms.

   II. Monitoring profile reports (standard and customized) of the network's environmental parameters such as disk space and CPU utilization.

   III. Reports on specific network hardware devices and monitoring network utilization.

f. Other analyses based on IT Service Desk data may be requested on an as-needed basis. The frequency of standard reports shall be monthly or as requested by Airport IT.

g. Maintain hourly log of ALL IT Service Desk Alarm activity.

h. Respond to monitored alerts and perform first level diagnostics to identify problem. Open trouble ticket and provide details to assist next level of support. Escalate problem as necessary.

Service Level Requirements

In conjunction to the service level requirements shown in 2.2.10, Contractor shall achieve the following for ***all Common Use Infrastructure:***

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Service Level Requirements

In conjunction to the service level requirements shown in 2.2.10, Contractor shall achieve the following for ***all Common Use Infrastructure:***

Service	Service Level
Performance	▪ The Airport standard is no down time; however, understanding that a service window is required to perform maintenance, network reliability shall be 99.98%.
System availability	▪ Network up-time to be 99.98% or greater during peak Airport business hours between 7:00 a.m. to 11:00 p.m., seven days a week. ▪ Any non-emergency network downtime shall occur after five (5) working days notification has been provided to MDAD and its Users/Tenants.
Problem determination and resolution.	▪ Critical Equipment, including Circuits, infrastructure, applications, and servers: Immediate response 24 hours a day, seven (7) days a week. Resolution / fix 2 hours for 98% of all problems. ▪ Non-critical systems: Resolution / fix 4 hours for 98% of all problems

Monetary Assessment for Non-Performance:

Two or more documented complaints in any given month from MDAD management or Users/Tenants regarding the inattention to alarms, failure to respond, or professionalism of Contractor's employees shall result in Monetary Assessment for Non-Performance being invoked. Monetary Assessment for Non-Performance will also be invoked if Uptime falls below 97% in any given month. Refer to "*Monetary Assessment for Non- Performance"* Article in the Agreement.

Milestones - Submittals

Contractors shall provide a IT Service Desk Staffing Plan developed and presented for MDAD's approval. This is required no later than thirty (30) days following the issuance of authority to proceed.

Contractor's IT Service Desk Operational Plan developed and presented for MDAD's approval. The Operational Plans shall detail the Contractor's approach to the management, operation, and maintenance activities that shall be conducted to ensure that the performance levels specified in the SLAs are met. This is required no later than thirty (30) days following the issuance of authority to proceed.

2.2.5 MDAD IT Service Desk

Hours of Operation

IT Service Desk shall operate 24 hours a day, seven (7) days a week, 365 days a year (24 x 7 x 365) on-site at the Airport. (Note: From 10:00 pm to 7 am Contractor's IT Service Desk could answer, log and if necessary, dispatch appropriate on-call technician to assist with the problem.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Qualification Requirements for Data Services Technicians

In addition to the requirements stated in herein, refer to Exhibit C for further Job Descriptions and Qualifications.

IT Service Desk Service Requirements and Deliverables

a. The Contractor shall be responsible for maintaining coverage in accordance with this article in the Agreement, of the IT Service Desk for MDAD and SATS customers at the Airport, in order to coordinate repair services.

b. The IT Service Desk shall be responsive to customer needs and requests. The main components of the IT Service Desk shall consist of:

   I. The telephone Service Line (305 869-5900) provided by County.

   II. IT Service Desk /Incident software shall be provided by County This system shall be used to log, track, escalate and close reported trouble items. At any time during the course of the Agreement, MDAD may require Contractor to use and maintain and configure County provided software for this function.

   III. Contractor shall configure the software to meet Airport's Requirements. Such configuration must be completed within 90 days from start of transition.

   IV. Support Staff, provided by Contractor. The County will provide the Contractor with the Service Management software that includes the ability to:

      1. Automatically assign ticket number
      2. Track open and closed tickets
      3. Forward tickets and dispatch orders
      4. Provide audit trail of where a service order or trouble ticket has been and how long it remained at each service level
      5. Allow analysis of history of specific user or device/software types
      6. Capable of integrating with Airport's Microsoft Outlook Email system
      7. Track problems by component type, location, and users
      8. Provide summary and detailed reports

   Upon Termination or Expiration of the Agreement, Contractor shall abandon-in-place all County provided IT Service Desk software, application and database. All rights to license and use shall be transferred, in writing, to the County.

c. The Contractor shall obtain from all Users and Tenants the following information:

   I. Account (Tenant) name

   II. Their name and phone number

   III. Their location

   IV. Detailed description of the issue/request, including type of device or system

   V. Exact location of device

   VI. Asset Number

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

VII. If telephone related, provide name of service provider, main telephone number (ILEC/CLEC account number) and telephone number of defective device, if applicable

VIII. Business hours of locations

d. Provide staff to operate a 24 hours a day, seven (7) days a week, 365 days-a-year ("24 x 7 x 365") IT Service Desk on-site at the Airport.

e. IT Service Desk support for the Users shall include notifying appropriate dispatcher/department in response to complaints, and requests for service. Activities to be coordinated through the IT Service Desk include trouble reporting, trouble detection/reception, notification, verification, location and repair, repair verification, and acceptance testing and Service Requests.

f. Maintain automated logs of all requests for service or assistance and resolution of calls in a IT Service Desk/Service Management Software provided by Contractor.

g. Meet Service Level Agreements ("SLAs") for incident resolution and escalation.

h. Document requests for new service and routine moves, adds, and changes ("MACs"), assign ticket number for tracking purpose and route to appropriate MDAD or Contractor dispatcher for MAC processing / approval.

i. Anticipate and be responsive to high call volumes during the transitional phase of building occupancy and holidays.

j. Document and report on IT Service Desk operational metrics, including activity logs and Service Levels. Frequency of reports shall be bi-weekly or as requested by MDAD. Upon analysis of these metrics, the Contractor shall address and remedy any systematic problems or negative performance trends.

k. County shall provide the necessary access to enable the Contractor to provide Level 1 telephone support to MDAD Employees for Microsoft Office Applications.

The process begins the moment the IT Service Desk function is informed of a service problem affecting a user.

Once an IT Service Desk Customer Service Representative ("CSR") is informed of such a situation, a ticket is created and the ticket number is given to the user calling in the problem. The CSR shall then notify the appropriate dispatcher to rectify the incident.

The CSR tracks the corrective maintenance activity and activates the escalation process described herein. The reporting user is kept informed of each level of escalation invoked until the problem is resolved.

Once the incident is resolved, the CSR notifies the reporting user and then ensures the repair ticket is closed.

Milestones - Submittals:

The Contractor's IT Service Desk Staffing Plan shall be developed and presented for MDAD's approval. The staffing plans shall detail the Proposer's anticipated level of staffing and organizational arrangements that the Contractor believes will best meet the needs of the Airport as described in this Specification. The Contractor shall present organization charts with personnel

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

complements specified and a description of performance standards and objectives for each position to be maintained by the Contractor in the performance of its duties pursuant to the Agreement. Assignment of Work within the proposed team should also be described.

The Contractor's final IT Service Desk Operational Plan developed and presented for MDAD's approval. The Operational Plans shall detail the Contractor's approach to the management, operation, and maintenance activities that shall be conducted to ensure that the performance levels specified in the SLAs are met. Contractor shall submit these milestones submittals as part of its **comprehensive** detailed Transition-in Plan for MDAD's approval thirty (30) days prior to start of transition period.

Service Level Requirements

The following matrix provides a summary of the levels of services required for the IT Service Desk:

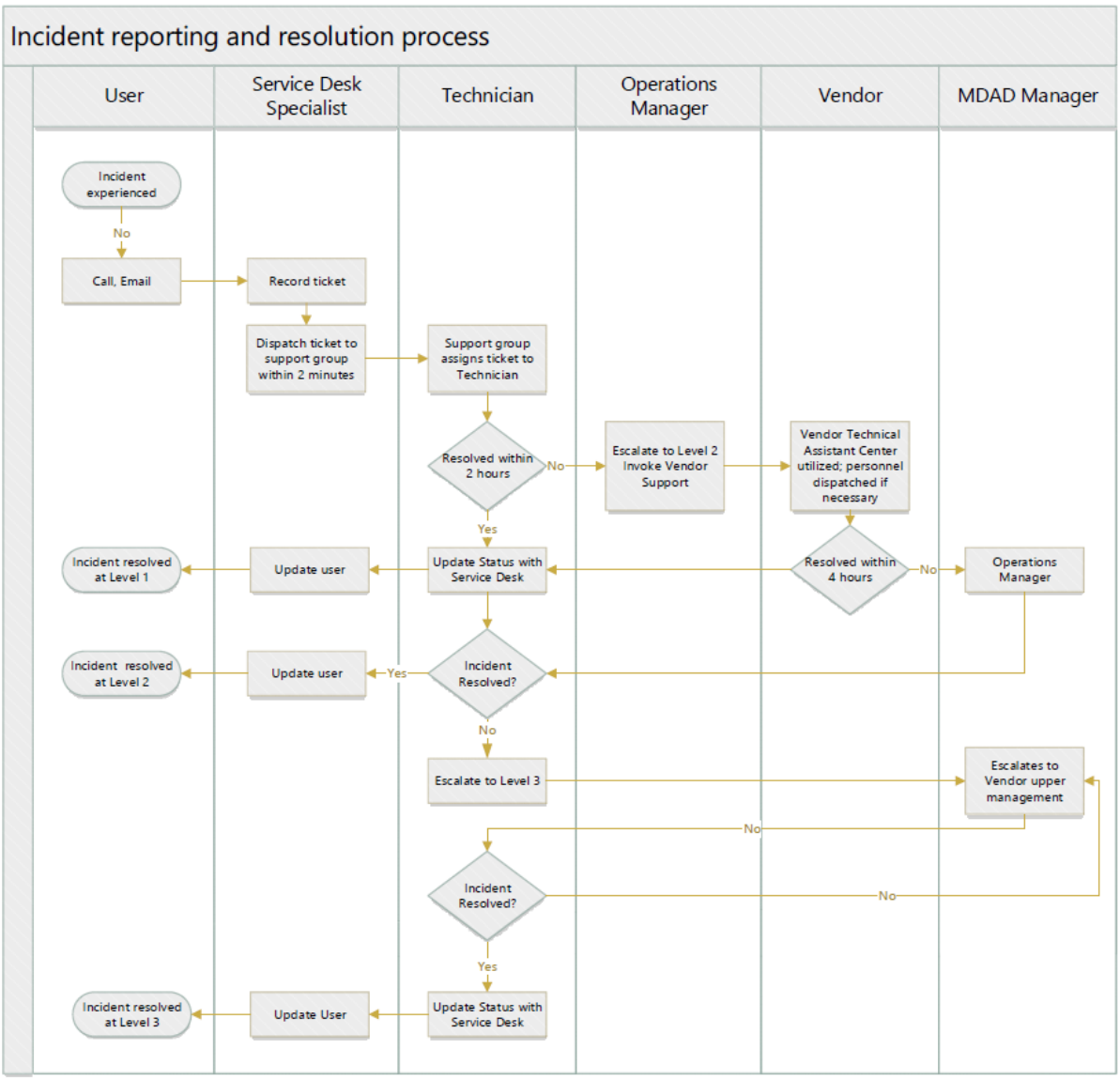
IT Service Desk Service	Service Level
Call Reception	▪ 24 hours per day, 7 days per week, 365 days per year ▪ Average time on hold not to exceed one (1) minute.
Trouble Ticket Issuance	▪ 100% of calls
Escalation Assistance	▪ 100% of all Incident Tickets to be tracked by IT Service Desk Staff. ▪ All Incident Tickets assigned to Level 1 within 3 minutes from receipt of call. ▪ CSR to escalate all Incidents not resolved within 2 hours. ▪ CSR to escalate all problems not resolved within the six-hour combination of Levels 1 and 2 are escalated to Level 3.
Trouble Ticket Resolution	▪ 95% of Incident Tickets to be closed/resolved within 24 hours. ▪ 100% of Incident Tickets to be closed/resolved within 72 hours.
Customer Satisfaction Survey	▪ Annual surveys of IT Service Desk End Users (Airport employees and Tenants) to yield an average rating of "Completely Satisfied" or better (98% or higher).

Monetary Assessment for Non-Performance:

Five or more documented complaints in any given month from MDAD management or Users / Tenants regarding the responsiveness, or professionalism of Contractor's employees shall result in Monetary Assessment for Non-Performance being invoked. **Refer to "*Monetary Assessment for Non-Performance" Article* in the Agreement.**

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Example of IT Service Desk Flow Chart



2.2.6 Hardware / Software Configuration

Hours of Operation

Service shall be provided 24 x 7 x 365. Technical staff on-site 7:00 A.M. – 11:00 P.M. Monday through Friday with an on-call function Monday – Friday, from 11:00 P.M. – 7:00 A.M and 24 hours a day week-ends and holidays. The Contractor shall have “on call” trained personnel to cover all of the systems as specified herein.

The Contractor shall provide MDAD, for Approval, a general description of its daily staffing requirements that will apply over the term of the Agreement. Staffing plans may be modified from time-to-time by written Agreement of both parties.

Technician Qualifications

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

In addition to the requirements stated in herein, refer to Exhibit C for further Job Descriptions and Qualifications.

Hardware / Software Configuration, Software modifications, and Database Entry Service Requirements and Deliverables

The Contractor shall be responsible for configuring software (including County owned software) and hardware as may be required for maintenance, the projects or jobs assigned, and to provide a turnkey system.

These services include but is not limited to, maintaining configuration files, PBX and network devices configuration, IT Service Desk Software customization and maintenance, Network Management System network configuration & graphics, and Cable Management System data entry.

If the Contractor does not have the expertise in-house to configure software/hardware on any of the above systems, utilize the services of subcontractors, provided they are factory certified to work on the System. All such cost shall be deemed to be included in Contractor's proposal/bid and is incorporated herein as part of the monthly/annual Service Agreement Fee. In any event, the Contractor shall provide MDAD with the appropriate Documentation detailing software and hardware configurations provided.

2.2.7 Move, Add and Change Services Description

Hours of Operation

The Contractor's staff shall be available on site to perform the services outlined in this section Monday through Friday except Holidays. Staff normal work hours shall coincide with the hours necessary for the nature of the work. When requested and authorized by MDAD, work that needs to be done in the evening hours due to Tenant or MDAD operations, or due to special project requirements, overtime will be authorized for that work.

Technicians Qualifications

In addition to the requirements stated in herein, refer to Exhibit C for further Job Descriptions and Qualifications. Contractor shall perform work outside of these hours when required and approved by MDAD.

MAC Service Requirements and Deliverables

Contractor shall be responsible for performing moves, adds, and changes in addition to implementing new service.

Installation Time Intervals

Routine additions, deletions and relocations (also known as moves, adds, and changes) shall meet the standards stated below depending on their number, assuming that conduit, power, and other required facilities are existing at the time of the work order. Contractor shall be required to obtain all necessary permits and licenses.

Requests for moves, adds, and changes shall be completed by Contractor as defined below. However, Contractor shall endeavor to improve upon all completion durations below throughout the term of the Agreement:

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

WORK REQUEST	COMPLETION DURATION
MAC Qty 1 – 5	Completed and fully operational within a maximum of 24 hours of request
MAC Qty 6 – 10	Completed and fully operational within a maximum of 48 hours of request
MAC Qty 11 – 50	Completed and fully operational within a maximum of 5 days of request
Over 50	Individual case basis to be mutually negotiated
	In the event equipment is not in stock, MACs shall be completed and fully operational within the time frames shown once the equipment is received on site.

Any other work requests shall be completed and made operational in time scales mutually agreed between MDAD, its Users/Tenants.

The Contractor shall keep staffing levels and technicians on hand to meet the above completion requirements. The Contractor shall be responsible for directly coordinating with the Tenant and/or local service provider until the MAC is complete.

Priority moves, adds and changes are those that are designated a "Priority" by MDAD. Priority Work shall have written justification and be approved by MDAD IS/T. Priority work orders shall supersede other work orders and will be worked on and completed as soon as possible by the Contractor. The due date for routine work orders shall be adjusted by the County for delays caused by priority work orders. For all conflicts of schedule, MDAD shall be the final authority on the final timing and have responsibility for the resulting impact on other work and Equipment.

Monetary Assessment for Non-Performance Monetary Assessment for Non-Performance:

Five or more documented complaints in any given month from MDAD management or Users/Tenants regarding the responsiveness, ability to complete the Work in the duration shown above, or professionalism of Contractor's employees shall result in a monetary assessment for non-performance Monetary Assessment for Non-Performance being invoked. Refer to "*Monetary Assessment for Non Performance" Article* in the Agreement.

2.2.8 Circuit Engineering and Documentation

Hours of Operation

The Contractor's staff shall be available on site to perform the services outlined in this section Monday through Friday except Holidays. Staff normal work hours shall coincide with the hours necessary for the nature of the work. When requested and authorized by MDAD, work that needs to be done in the evening hours due to Tenant or MDAD operations, or due to special project requirements, overtime will be authorized for that work.

Circuit Engineering and Documentation. Service Requirements and

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Deliverables

Standard Circuit Specifications – All new Circuits engineered shall conform to the same specifications as similar circuits installed in the regulated telephone environment.

The Contractor shall compile and maintain a complete catalog of circuit offerings at the Airport including circuit type, description, worst case circuit parameters, thresholds where the circuit shall be deemed unusable and in need of repair and special requirements for end user provided terminating equipment.

The Contractor shall update this catalog for its own use. One updated copy of this catalog shall be maintained by Contractor at MDAD Telecommunications for reproduction and distribution to Tenants, and other users of MDAD telecommunications facilities.

Custom Circuit Types - Custom Circuits shall be defined as circuit types that have not been previously engineered or provisioned at the Airport. The Department shall supply end-to-end specifications for these circuits to the Contractor. The Contractor shall engineer these circuits at the Department's request and thereafter add these circuits to the catalog of available circuit types.

Repeaters, special conditioning equipment and circuit terminating equipment - necessary for the successful performance of these circuits shall be properly documented. This equipment shall be installed, tested and commissioned at the Department's cost. Test results for the circuit shall be documented and compared against the engineering worksheet for each specially engineered circuit.

S*pecial Maintenance Spares* - It is recognized that special circuits may require equipment that is presently not part of the spares inventory. Per the requirements outlined in 1.2.15 and 2.2.15, in cases where this occurs, the Contractor shall be permitted to purchase a quantity of repair parts sufficient to maintain the circuit in the event of component failure. These maintenance spares shall be included in MDAD master component list as long as one or more of the circuits is in use.

Documentation - The following Documentation shall be provided by Contractor:

1. Cable Management System - All voice, data, video and other circuits shall be engineered and documented in MDAD cable management system by the Contractor. (Refer to Section 2.2.22) This engineering includes circuits which are provisioned over copper and fiber facilities and virtual LAN and wireless circuits which are provisioned over MDAD local area networks.

2. Circuit Engineering Worksheets shall be provided for all circuits either as part of the cable management system application or as part of a separate database. These worksheets shall reflect the beginning, end and all intermediate points of connection for each circuit and parameters such as loop resistance, attenuation, optical loss, etc., which, are relative to the type of circuit being engineered.

3. As-Built Drawings - Any Work performed by the Contractor, which involves (i) additions or changes or deletions to equipment, (ii) cabling, or (iii) raceways shall be reflected in the as-built drawings provided by MDAD. Existing drawings shall be made available to the Contractor in read-only

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

form on MDAD server. With each change, the Contractor shall download the appropriate drawings, incorporate the latest changes, and mark the drawing with the next revision level and date. The Contractor shall transmit the revised drawing to both the MDAD CAD Manager and the Project Manager. The MDAD CAD Manager, after reviewing the changes will replace the previous version of the drawing on the write protected server. One plot of the revised drawing will be transmitted to the Contractor via inter-office mail for the purpose of updating the PDS record set of drawings.

4. The Contractor shall provide and maintain complete technical and systems documentation. The extent of the documentation required shall include, but not be limited to, all technical manuals, key sheets, system's printout, cable records up to the IDF level for existing structure installed at beginning date of the Agreement and for installations completed after that date, sketches, blueprints, CAD drawings with soft copy and as-built documentation provided by MDAD, and users handbook.

5. The Contractor shall establish and maintain complete project documentation and documentation of all Equipment, including installation instructions, if appropriate, and shall deliver same to the County throughout the course of the Agreement. All documentation shall be available to the IS&T Director/ County at any time during the Agreement upon request.

6. All documentation when delivered with any Equipment purchased by the County shall be available to the County in a designated area, agreed upon by both the County and the Contractor. Contractor shall execute any and all documents needed or requested by the County to perfect the County's right, title or interest in the System documentation and any other records.

7. The Contractor shall provide Telecommunication Topology drawings as requested by the County.

8. The Contractor shall maintain, keep current and publish monthly an inventory of all telephone switches.

Service Level Requirements

Documentation: All such documentation shall be delivered at time of installation, but in no event, later than 30 days after completion of change, work, or addition.

Circuit: All circuit types shall be completed within 11-15 days from the date the circuit has been ordered.

Monetary Assessment for Non-Performance: Two or more documented complaints in any given month from MDAD management or Users/Tenants regarding the Contractor's responsiveness, or inability to complete the Work in a timely manner shall result in a Monetary Assessment for Non-Performance being invoked. Refer to "*Monetary Assessment for Non Performance"* Article in the Agreement.

2.2.9 Preventative Maintenance Services

Hours of Operation

The Contractor's staff shall be available on-site to perform the services outlined in this section Monday through Friday except Holidays. Staff normal work hours shall coincide with the hours necessary for the nature of the work. When requested and authorized by MDAD, work that needs to be done in the evening hours due to Tenant or MDAD operations, or due to

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

special project requirements, overtime will be authorized for that work.

Service Level Requirements

The Contractor shall develop a comprehensive routine preventive maintenance plan, and submit to MDAD within 120 days after Agreement Award Date. Preventative Maintenance Plan shall include each of the following elements:

(a) Each element of voice or network systems and equipment shall be monitored for performance on a continuous basis. In addition to reporting of failed equipment, thresholds shall be established to report traffic problems or abnormal latency. Statistics shall also be required for management reports that outline system capacities and utilization levels.

(b) Regular periodic performance testing shall be provided for each element of active electronic equipment that is not continuously monitored. This periodic testing shall be performed in accordance with manufacturer's published preventive maintenance procedures. Where no published preventive maintenance plan exists, measures, that are acceptable to MDAD IS/Telecommunications, shall be implemented. The Contractor shall make special provisions (whether self-performed or via subcontract) to clean optical fiber connectors, battery cable terminations and other connections, which require periodic cleaning to avoid performance degradation.

Note: The Contractor is responsible to maintain clean working areas when providing services throughout the Airport's equipment rooms and notify the Department when it finds debris left by other contractors, vendors, suppliers, users, and tenants of the Airport. Each telecommunications equipment room shall be provided with periodic cleaning to ensure an environment that is suitable for the equipment. This cleaning (whether self-performed or via subcontract) shall ensure a dust free environment, removal of debris and cleaning of equipment, cabling and terminations for all primary and Special Equipment Rooms.

(c) The preventive maintenance plan shall include routine replacement of lamps, indicators, protectors, batteries, DC power plant equipment, 48VDC powered inverters and other components, which may fail through normal use. The preventive maintenance plan shall not include requirements for replacement of equipment room lighting components, air conditioning filters, ceiling tiles and other components that are part of the building and are not related to the network itself. The preventive maintenance plan shall require that these latter items be reported to the MDAD Work Order Center, to open a service request with MDAD Facilities Maintenance if found to be defective or in need of repair. The Preventive Maintenance Plan shall include operation and maintenance of DC plant in IDF rooms that support switching equipment.

(d) Each month, the Contractor shall provide MDAD with a written report detailing the results PM, inspections, report of corrections or adjustment, and make specific recommendations toward future remedial actions, upgrades or sparing.

(e) The Preventative Maintenance Plan shall include provisions for non-

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

scheduled maintenance and repair of equipment that may fail or degrade during normal operation.

(f) Preventive maintenance shall be completed on a monthly schedule. The schedule shall be planned in advance and entered into the Preventive Maintenance section of the activity log. All Equipment shall be identified location, room number and system address where applicable. Each month completed Preventive Maintenance log shall form part of the Monthly Report.

(g) Devices identified as 'deteriorating' and 'needs replacement' shall be brought to the attention of the Department in writing.

(h) Contractor shall actively work with vendors to resolve repeat issues.

(i) Preventative Maintenance shall be performed in accordance with the manufacturers' requirements. Preventative Maintenance shall only be carried out on Equipment and Networks that are not in use and in such a way that it shall not affect the Service Levels or disrupt User's operation.

(j) PM that disrupts services to MDAD and tenants shall be coordinated in advance with the affected groups by the Contractor.

(k) Definitions of "good", "deteriorating" and "needs replacement":

Device	Good	Deteriorating	Needs replacement
All Equipment & devices including routers, switches, Cables including power leads and network connection cables	Meets manufacturers operating requirements and no visible damage to cables	Marginally meets manufacturers operating requirements but there is visible damage to cables, device. Performance is perceptually degrading with time	Fails to meet manufacturers operating requirements

Monetary Assessment for Non-Performance: Monetary Assessment for Non-Performance will be invoked if degraded service or Equipment failure is found and documented to be caused by lack of maintenance required. Refer to "Monetary Assessment for Non-Performance" Article in the Agreement.

2.2.10 Maintenance and Trouble Resolutions

Hours of Operation

Service shall be provided 24 x 7 x 365.

Voice staffing requirements: Technical staff on-site 7:00 A.M. – 11:00 P.M. Monday through Friday with an on-call function Monday – Friday, from 11:00 P.M. – 7:00 A.M and 24 hours a day week-ends and holidays. The Contractor shall have "on call" trained personnel to cover all of the systems as specified in the Requirements of the Agreement.

Data staffing requirements: Technical staff shall be on-site 24 X 7 X 365. At a minimum, at least one (1) Network Engineer will be on-site at all times.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Qualification Requirements for Services

In addition to the requirements stated in herein, refer to Exhibit C for further Job Descriptions and Qualifications.

Maintenance and Trouble Resolution Service Levels, Requirements and Deliverables

The Contractor's IT Service Desk shall issue service tickets and contact the assigned personnel responsible to perform such repairs for major or minor failures in accordance within the time frames described in this Specification. The dispatched personnel will coordinate with the County Warehouse to obtain the repair equipment as recommended by MDAD auditor and responsible for properly returning the equipment for repairs or replacements. The dispatched personnel shall be responsible for keeping the CRC informed of problems, and reporting to MDAD a real-time status of repair progress. After hour calls shall be routed to the Technician on call.

The Contractor's dispatched personnel shall coordinate with MDAD, local service provider, or SATS customer as required and MDAD shall make the determination as to the type and quantity of resources required to correct the problem, if necessary.

Should a major outage be related to the local exchange company's network, the Contractor's personnel shall act as the County's agent to open a repair ticket with the local exchange company and work on behalf of the County, as commercially reasonable and necessary, to troubleshoot the problem until the major outage is corrected. The Contractor shall also coordinate access issues directly with the user. The County requires the Contractor to propose spare parts levels for the various systems in order that the repairs can be made in a timely fashion based on the classification of the repair as described in this Specification.

In case of emergency during after hours, Contractor shall proceed to attempt to repair while continuing an attempt to contact MDAD per the escalation notification list to be provided by the Contractor, based on information provided by MDAD.

Critical events shall be reported immediately to the Operations Manager and the IS/T Director. The applicable resources shall be mobilized to respond to the Critical event.

The Contractor shall guarantee specific levels of performance and availability for each segment of the network described in this Specification.

All Service Levels shown in this Specification shall be adhered to. Circuit segments and their required level of availability include the following:

a.	Voice Circuits	99.98%
b.	Data Circuits (Point-to-Point)	99.98%
c.	LAN Circuits	99.98%

Availability shall be calculated on a monthly basis. Availability shall be calculated based on the following formula:

$$\textbf{Availability} = \frac{\text{Available Time} - \text{Downtime} \times 100}{\text{Available Time}}$$

Available Time: The number of circuits of a given type multiplied by the

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

number of hours in the month.

Downtime: The sum in hours of all circuit outages or performance degradation commencing when the trouble is reported and ending when the trouble ticket is completed and closed out. For aggregate services such as T1 circuits downtime shall be the sum of the outage duration times the number of active channels (24) contained in the aggregate circuit. LAN downtime shall be the outage duration times the number of ports, which are reported as out of service or suffering from degraded operation.

Monetary Assessment for Non-Performance: Service response and restoration to be performed as shown above or a Monetary Assessment for Non-Performance will be invoked. Refer to "Monetary Assessment for Non-Performance" Article in the Agreement.

2.2.11 Project Management Services

Project Management services shall include, but shall not be limited to:

1. Perform needs assessment, field surveys, and cost estimates
2. Oversee all work orders from start to finish
3. Design telecommunications systems to meet user requirements
4. Design Inside/Outside Plant and network changes and extensions
5. Provide MDAD with requirements for Building Projects
6. Coordinate installation of MDAD infrastructure and equipment
7. Competitively bid sub-contracts for execution of this work
8. Manage telecommunication construction related activities and coordination with related work contractors
9. Update MDAD as-built CAD drawings for the managed infrastructure

Hours of Operation

The Contractor's staff shall be available on-site to perform the services outlined in this section Monday through Friday except Holidays. Staff normal work hours (typically 8 am – 5 pm) shall coincide with the hours necessary for the nature of the work. When requested and authorized by MDAD, work that needs to be done in the evening hours due to Tenant or MDAD operations, or due to special project requirements, overtime will be authorized for that work.

Qualifications Requirements for Services

In addition to the requirements stated in herein, refer to Exhibit C for further Job Descriptions and Qualifications.

Service Levels, Requirements and Deliverables

New projects shall be on a work order basis, as approved in writing by the MDAD Project Manager or agent authorized in writing by the Project Manager. Each authorization shall be accompanied by a written scope of work, and conceptual drawing where appropriate. No projects are to be undertaken without this authorization.

In the case of new buildings where services do not exist, or additional services to existing buildings, the County shall either provide the Contractor with conduit or a suitable path to access the service demarcation point, or request the Contractor to provide such conduit at a cost approved in writing by the County.

If, at the request of the County, the Contractor provides the conduit, the County shall reimburse the Contractor for the approved cost of providing

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

the conduit. Upon the request of the County and advice as to the Work to be performed by the Contractor, the Contractor shall manage same in accordance with the provisions stated in the Agreement.

Once a project has been authorized, the Contractor shall obtain required permits, execute and coordinate the design and estimate the cost of construction. On projects that involve only the telecommunications systems, the design shall be coordinated with MDAD IS/T Division. On multi-discipline projects this coordination shall include designers of other disciplines or other MDAD Divisions that may be involved in the project.

Design and estimating services shall be provided directly by the Contractor or under a sub-contract agreement with a qualified telecommunications design firm. MAC or day-to-day operation of the system shall not be affected as a result of the Contractor's role in new projects.

A. All design work performed under the awarded contract shall be in full compliance with MDAD, EIA/TIA, BICSI and other applicable standards. Drawing files for existing portions of the system shall be obtained from MDAD staff. These drawings shall be modified and supplemented as required to include the new work. These drawings are to be supplemented with specifications, standards and other information to form a competitive bid package for the work. In all cases, new Work shall be specified to be uniform with existing installations and equipment of similar nature at MIA. MDAD Telecommunications shall approve any deviation or changes in advance.

B. Subcontractors shall only be used, subject to prior written approval from the Department, when the Contractor's existing work force is unable to perform project management services within established time frames.

C. Where subcontracting is required for all new design packages for cable and conduit installations, the Contractor shall utilize the CSBE sub-contractor identified in the Contractor's Schedule of Intent. The Contractor must have a written contract with the identified CSBE subcontractor and adhere to the CSBE Implementing Order No. 3-22 (Exhibit J), which delineates the requirements of this County program and the requirements for attaining the CSBE Trade Set Aside - Electrical contract measure, all in accordance with applicable federal and state laws, and County ordinances.

D. The Contractor shall supplement its workforce as necessary to provide construction administration services for authorized projects. This administration work shall include attendance of construction meetings, inspection of installed work, coordination with related work trades and resolution of issues that arise in the course of construction. All labor for performance of purchase order contracts shall utilize Contractor personnel who are not involved in normal operations, maintenance and MAC contract activity. Contractor shall ensure sufficient reserves of personnel are available for delivery of services and to manage backlogs.

E. All projects shall be segmented into elements of design, bidding and negotiation, and construction administration services. The cost of this Work to the County shall be the sum of the lowest responsive

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

subcontractor bids plus an amount not to exceed ten percent (10%) of the price of the subcontractor's work.

F. The construction administration work for authorized projects shall include attendance of construction meetings, inspection of installed work, and coordination with related work trades and resolution of issues that arise in the course of construction.

G. As-Built Documentation shall be maintained for all authorized projects. The Contractor shall revise existing drawings affected by or involved in a new project. These drawings shall be produced or modified in electronic form and delivered in both electronic and hard copy to MDAD IS/T. Where an existing drawing is involved, the Contractor shall obtain a current copy of the drawing in electronic form, incorporate revisions to the drawing and return the drawing to the MDAD as-built archive with a new revision level.

H. All special projects shall be broken into elements of design, bidding and negotiations, and construction administration services. The cost of this Work to the County shall be the sum of the lowest responsive subcontractor bids PLUS an amount not to exceed 10% for Contractor's participation in the work. All such projects shall be authorized by MDAD.

I. Monetary Assessment for Non-Performance: Five or more documented complaints in any given month from MDAD management or Users / Tenants regarding the responsiveness, or professionalism of Contractor's employees shall result in a Monetary Assessment for Non-Performance being invoked. Monetary Assessment for Non-Performance shall also be invoked if Contractor fails to complete the Work within the agreed upon Project Schedule, Refer to "*Monetary Assessment for Non-Performance"* Article in the Agreement.

2.2.12 Marketing and Providing New Shared Airport Tenant Services

Hours of Operation

The Contractor's staff shall be available on-site to perform the services outlined in this section Monday through Friday except Holidays. Staff normal work hours (typically 8 am – 5 pm) shall coincide with the hours necessary for the nature of the work. When requested and authorized by MDAD, work that needs to be done in the evening hours due to Tenant or MDAD operations, or due to special project requirements, overtime will be authorized for that work.

Qualification Requirements for Services

In addition to the requirements stated in herein, refer to Exhibit C for further Job Descriptions and Qualifications.

Service Levels, Requirements and Deliverables

The Airport has Tenants that require services (both voice and data) for their on-going operation. The skills necessary to provide quotations, perform voice and data systems engineering, understand the physical cable (copper, fiber, wireless) plant, and provide for provisioning and coordinating the installation of these services, shall be required by the Airport. Contractor shall be responsible to:

a. Provide engineering support to prepare quotations for service

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

b. Maintain and track customer orders and quotations in an Airport-provided tracking system
c. Provide provisioning support to deliver services
d. Coordinate with outside providers for extraordinary service items
e. Produce and distribute informational brochures to SATS customers and prospective customers.
f. Market SATS to prospective customers.
g. Develop competitive pricing structure(s) for offered services.
h. Ensure Tenant is billed properly and in a timely manner.
i. Obtain MDAD IS/ Director's review and approval of all new SATS.

Contractor shall be responsible for providing and managing Shared Airport Tenant Services for Voice, Data and Point-to-Point Connectivity. Request for such services may encompass one or more of the following services:

1. Voice: PBX Telephone Service or VOIP
2. Point-to-Point: Internal connections originating and terminating on the MIA campus. Dry Copper pairs for DSO (Voice, Private Line or subrate data), DS1 (full rate date) or Dark Fiber for T3, OC3, OC12 and OC48.
3. Data: External connections originating off MIA campus. DSO (Private Line & Subrate data), DSI (full rate data, and T3, OC3 or OC12.

An initial request for connectivity service may be generated when a new Tenant receives an Occupancy Packet that includes the Request for Service Forms or when the IT Service Desk receives a request for Service Order.

Upon receipt of the Service Order, Contractor's Telecommunication Specialist ("TS") shall determine the Work to be done. The TS shall coordinate with the user, the communications infrastructure staff and the service provider to ensure the Work is properly performed and meets the Tenant's needs. TS shall build the work order ticket, check the Tenant lease/space agreement and meet with requester to confirm their needs and information. MDAD must approve all price quotes before work proceeds. Upon such approval MDAD will issue an IPON to Contractor approving the work.

After receiving MDAD's approval, the TS shall complete the pre-order analysis and design, categorize service type, assign an order number and due date. TS shall advise Circuit Facility Assignment ("CFA") and order number information to the service provider or shall ensure Tenant has these numbers and relays them to their Provider.

TS shall work with assigned technician to coordinate work, including cross connects, test and turn up circuit. The Technician shall be responsible to perform, in a timely manner, remote test and test access point at the Minimum Point of Entry ("MPOE"). The Technician shall test at Litespan port with test set, or if applicable, provide loop back towards the Service Provider, and shall verify and report circuit complete to the service provider. The Technician shall also conduct test at the wiring closet demark. The Technician shall assist the Tenant/User to test dial tone (for POTS) and perform end-to-end test between User and Service Provider as might be applicable for example a DS1.

The TS shall remain the point-of-contact for the Tenant/User until completion of testing and Turn-up, obtains Tenant's confirmation and the

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

order number is closed. Service Level for this is 11 – 15 days to complete.

The Contractor shall not provide communications services to other entities using MDAD telecommunications infrastructure without the written consent of MDAD. During their respective work hours, Contractor's on- site employees shall only engage in activities on behalf of MDAD and the SATS customers of the Department as provided in the Agreement.

Monetary Assessment for Non-Performance: Two or more documented complaints in any given month from MDAD management or Users/Tenants regarding the responsiveness, accuracy, ability to complete the Work within the required Service Level shown above, or professionalism of Contractor's employees shall result in a Monetary Assessment for Non-Performance being invoked. Refer to "Monetary Assessment for Non-Performance" Article in the Agreement.

2.2.13 Training Programs

Hours of Operation

The Contractor's staff shall be available on-site to perform the services outlined in this section Monday through Friday except Holidays. Staff normal work hours (typically 8 am – 5 pm) shall coincide with the hours necessary for the nature of the work. When requested and authorized by MDAD, work that needs to be done in the evening hours due to Tenant or MDAD operations, or due to special project requirements, overtime will be authorized for that work.

Service Levels, Requirements and Deliverables

All Contractor provided training to County employees and Tenants shall include:

a. Training Plan approved by County
b. Training Manuals
c. Visual Aids
d. Hands-on Training

2.2.14 Configuration, Change, Asset Management

Configuration & Change Management shall include the ability to (1) understand and control the complex interrelationship of the various users, devices and systems on the network, and (2) monitor and control the introduction of change in the Airport's Infrastructure.

Contractor shall be responsible to maintain Configuration Files.

The Contractor shall work with MDAD and its Tenants in coordinating changes and definition of dependencies such as prerequisite and co-requisite changes.

In the event of an emergency, MDAD reserves the right to take a hands-on approach to fix the problem if the Contractor's personnel are not available or is unable to resolve the problem. A strict configuration and change management process shall be adhered to, which documents all changes to the respective network. At the beginning of each year, the Contractor shall submit a configuration and change management procedural plan on a yearly basis for review and approval by MDAD.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Voice and Data Systems and infrastructure changes shall be approved by MDAD and a detailed record of all changes, updates and upgrades shall be reported monthly.

The Contractor shall give a minimum of three (3) business days advanced written notification of all planned changes/preventive maintenance activities on MIA managed components prior to the activity. Upon notification from the Contractor, MDAD will provide notification to its Tenants of any activities that may affect MDAD and Tenant equipment. The written notification shall contain the following information:

a) Description of activity
b) Reason for activity
c) Expected outcome
d) Schedule of events
e) Impact (real and potential) on Customer
f) Potential Risks
g) Contingency Plan

Hours of Operation

The Contractor's staff shall be available on-site to perform the services outlined in this section Monday through Friday except Holidays. Staff normal work hours (typically 8 am – 5 pm) shall coincide with the hours necessary for the nature of the work. When requested and authorized by MDAD, work that needs to be done in the evening hours due to Tenant or MDAD operations, or due to special project requirements, overtime will be authorized for that work.

Service Levels, Requirements and Deliverables

The County, its Users and any third party that may be affected shall mutually agree upon all installed changes.

a) For Contractor initiated planned changes; at least seven (7) days notice shall be given to the County and each affected Tenant or designated representative, including Airline HDQ representative. However, it is acknowledged the parties shall work together to develop a plan to expedite non-critical, non-platform changes.
b) Unless, with prior unanimous agreement of the County and its Users, all planned changes are to be undertaken during Non-Operational Hours.
c) Unplanned changes shall only be undertaken if the County and its User insist or agree that the work is essential to the operation and cannot be deferred, or, without notification in order to restore Service Availability.
d) Installation of additional Equipment, which affects other devices, shall be undertaken during Non-Operational Hours.

Monetary Assessment for Non-Performance:

Two or more documented system problems or failures caused by changes not managed or performed in accordance with the above requirements shall result in a Monetary Assessment for Non-Performance being invoked. *Refer to "Monetary Assessment for Non-Performance" Article in the Agreement.*

2.2.15 Procurement

Hours of Operation

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

The Contractor's staff shall be available on-site to perform the services outlined in this section Monday through Friday except Holidays. Staff normal work hours (typically 8 am – 5 pm) shall coincide with the hours necessary for the nature of the work. When requested and authorized by MDAD, work that needs to be done in the evening hours due to Tenant or MDAD operations, or due to special project requirements, overtime will be authorized for that work.

Qualification Requirements for Services

In addition to the requirements stated in herein, refer to Exhibit C for further Job Descriptions and Qualifications.

Service Levels, Requirements and Deliverables

A. Capital Expenditure Approval: The Contractor shall not make any capital expenditures except as expressly pre-approved by the Department.

B. Installed Inventories: The Contractor shall provide and maintain an inventory of all hardware, devices and systems, including serial numbers, version number and locations for the Equipment and cost.

C. The Contractor, throughout the term of the Agreement, shall maintain a current and up-to-date perpetual installed inventory listing. Following the completion of each inventory required herein, except that required prior to the effective date of the Agreement, the Contractor shall pay to the County the net book value of any losses from inventory resulting from the negligence of the Contractor. Nothing contained herein shall be construed to authorize the Contractor to dispose of any capital property of the County without the prior written approval of the Department.

D. Purchasing Procedures

1. The Contractor shall sell to the County, at State of Florida contract price, or other agreed fixed price, whichever is lower, or at a mutually agreed upon price if there is no State of Florida price applicable, all parts and equipment necessary to perform the Work under the Agreement.

2. The Contractor shall pass on to the County any additional discounts offered by the equipment vendors and invoice MDAD for the actual price plus agreed upon markup, net of discount received for such equipment or parts by the Contractor.

3. For Special Project Work, at MDAD's option, the Contractor shall provide to MDAD three (3) qualified bids, for MDAD's acquisition of specified parts, equipment, wiring, cables, materials, supplies, systems, sub-systems, or software necessary to provide the Services under the Agreement whenever the value of the installation exceeds five thousand dollars ($5,000).

All such parts, equipment, wiring, cables, materials, supplies, systems, sub-systems, or software necessary to provide the Services under the Agreement that have been approved in writing by MDAD, shall be procured by Contractor and invoiced to MDAD for actual cost incurred plus an amount not to exceed 10% handling fee.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

4. The Contractor shall obtain prior written approval prior to purchasing any equipment or parts.

5. Procurement of major purchases, like a new PBX system, if not included in any of the existing contracts above, may necessitate the issuing of a separate solicitation document.

F. Deliveries and Shipping Costs

1. Deliveries of material shall be scheduled and handled solely by the Contractor. The Contractor shall assume all responsibility for the delivery of all purchased items. The Contractor shall make all deliveries of equipment and supplies in such manner and at such times and locations as may be reasonably approved. Emergency deliveries may be made at other times subject to prior arrangements with MDAD Telecommunications.

2. Shipping Costs: All shipments shall be via standard freight carriers and expedited shipment shall be utilized only when required and requested by MDAD.

G. Material storage space

The Contractor shall be provided storage space.

H. Instrument Inventory and Labeling

All major equipment installed or stored shall be inventoried, labeled and tagged by MDAD, in accordance with MDAD Capital Inventory Requirements. Disconnected equipment shall be de-inventoried and the paper work turned in as required by MDAD.

I. Equipment Provisioning

If the County requests refurbished or remanufactured Equipment, the Contractor shall provide County with the cost for the refurbished or remanufactured Equipment and shall provide the refurbished or remanufactured Equipment upon County request. Contractor shall supply refurbished or remanufactured equipment only if said equipment is available via the Contractor's secondary market provider.

If Equipment is rejected by the assigned IS/T Director or his or her designee, the validity of rejection shall be corrected with the terms of the Agreement. Contractor, if determined to be at fault, will as soon as practicable correct the Equipment. Failure of the Contractor to correct the problem(s) within 24 hours shall give the County the right to cease use of the Equipment and return it to the Contractor for full credit. Any installed but rejected Equipment shall be disconnected and removed by Contractor from the original installation site of the Equipment. Upon Equipment removal, the Contractor shall use all commercially reasonable efforts to return the site to its original condition.

The County reserves the right to request the Equipment manufacturer be brought on-site to provide technical support for the Contractor, if or when necessary.

J. Title

Title to Equipment and/or parts shall pass to the County upon the County's reimbursement to the Contractor of the cost of the particular item.

Monetary Assessment for Non-Performance:

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Two or more documented complaints in any given month from MDAD management or Users / Tenants regarding the responsiveness, accuracy, or professionalism of Contractor's employees shall result in a Monetary Assessment for Non-Performance being invoked.

2.2.16 Maintenance of Spare Parts

Hours of Operation

The Contractor's staff shall be available on-site to perform the services outlined in this section Monday through Friday except Holidays. Staff normal work hours (typically 8 am – 5 pm) shall coincide with the hours necessary for the nature of the work. Contractor shall make available spare parts needed for trouble resolution after normal working hours. When requested and authorized by MDAD, work that needs to be done in the evening hours due to Tenant or MDAD operations, or due to special project requirements, overtime will be authorized for that work.

Service Levels, Requirements and Deliverables

The Contractor shall recommend spare parts inventory (the "Spare Parts Inventory") which shall be stored and administered by MDAD in a County designated secured area to support both scheduled and non-scheduled maintenance and repair, to ensure prompt repair of Equipment and for MAC services. From time to time it may be necessary to add or delete certain items from the Spare Parts Inventory due to equipment obsolescence or changes in network configuration that preclude the need for these materials.

The Contractor shall regularly monitor the Spare Parts Inventory and recommend the addition and/or deletion of specific items. MDAD Telecommunications shall review the Contractor's recommendations and where appropriate, issue written direction for the addition and/or removal of items from the Spare Parts Inventory. The Contractor shall purchase on behalf of the County when and as required all parts necessary for the ongoing operation and maintenance of all telecommunication, and data.

The County reserves the right to request that the quantity of stocked spare parts be modified, based upon supply and demand to service the Airport. The Contractor shall supply refurbished and remanufactured equipment if said equipment is requested by the County and is available via the Contractor's general product provider.

2.2.17 SATS Order Taking and Billing

Hours of Operation

The Contractor's staff shall be available on-site to perform the services outlined in this section Monday through Friday except Holidays. Staff normal work hours (typically 8 am – 5 pm) shall coincide with the hours necessary for the nature of the work. When requested and authorized by MDAD, work that needs to be done in the evening hours due to Tenant or MDAD operations, or due to special project requirements, overtime will be authorized for that work.

Qualification Requirements for Services

In addition to the requirements stated in herein, refer to Exhibit C for further Job Descriptions and Qualifications.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Billing Submittals and Service Requirements

The Contractor shall provide and maintain computer hardware and Software associated with any billing system the Contractor chooses to employ subject to approval by MDAD.

The Contractor shall provide a billing system that is compatible with MDAD's financial systems. These systems shall be maintained and operated at a level suitable to maintain the quality of service or additional requirements outlined in other sections of the Agreement and its Specification. Back-ups shall be performed and maintained off-site by the Contractor on all key technical systems to ensure data integrity. **If billing is found after two consecutive months to have excessive errors or delayed processing, Monetary Assessment for Non-Performance will be invoked. Refer to *"Monetary Assessment for Non-Performance"* Article in the Agreement.**

Types of Charges

Contractor shall be responsible for ensuring the following charges are billed by the Airport for Shared Airport Tenant Service:

A. Monthly Recurring Charges – Airport Communications Infrastructure Charges ("ACIC") - are monthly recurring charges for utilizing the Airport communications infrastructure. This charge is based on the type and/or quantity of services(s) required by the user. This charge is billed in arrears for the previous months usage.

B. Non-Recurring Charges – Moves, Adds and Changes – would be charges billed to the Tenant for cost of moving, adding or making changes to service. Non-Recurring charges are billed following the completion of work.

C. Non-Recurring Charges – Billable Repair are charges for maintenance repairs performed by the Contractor on the communications infrastructure are NOT billable to the Tenant. However, if the user, Contractor, or the Airport determines a problem to lie within the Tenant's space and if the Tenant authorizes the Airport to repair it, a billable repair charge shall apply. This charge is based on the actual time and material required to complete the repair. The charges are billed following the completion of the repair.

D. Non-Recurring Charges – Customized Services are charges for customized services and special request and are addressed on an individual case basis and are billed accordingly.

E. The Contractor shall provide billing information to MDAD telecommunications staff on a monthly basis. The information provided shall meet the following requirements:

I. Identify separately any MAC work performed, new installations, and monthly service charges.

II. The information shall provide a breakdown between itemized material charges and labor charges.

III. Individual billing information shall be provided for each SATS customer, management companies or any other user entity. The SATS currently include, but are not limited to voice and data services, dry pairs and dark

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

fiber.

F. In cases where the Contractor technicians are called out repeatedly to troubleshoot a Tenant problem the Contractor technician labor may become a billable item to the Tenant if equipment abuse above ordinary wear and tear had taken place. When human intervention and fault can be determined or linked to an outage/repair requirement (e.g. a cable dig as part of construction), the Contractor shall work with MDAD to make determination as to who shall pay for the repair and provide invoice information to the appropriate party.

SATS Billing Procedures

The Contractor shall submit billing details to MDAD Finance Division. MDAD Finance shall invoice all SATS customers. Customer Checks are to be made payable to Miami-Dade Aviation Department. SATS customers shall be instructed to send checks directly to the Department's Finance Division to the following addresses:

In Person – To: during normal business hours, 8:00 A.M. to 5:00 P.M. (Monday through Friday)

Miami-Dade Aviation Department
Finance Division
Suite 300
Building 5A
4200 N.W. 36 Street
Miami International Airport
Miami, Florida 33122

By First Class Mail – To: Miami-Dade Aviation Department
Finance Division
P.O. Box 526624
Miami, Florida 33152-6624

By Express Mail – To: Miami-Dade Aviation Department
Finance Division
Suite 300
Building 5A
4200 N.W. 36 Street
Miami, Florida 33122

By Wire Transfer: In accordance with wire transfer instructions provided by MDAD Finance Division

2.2.18 Reports, Submittals and Records

Hours of Operation

The Contractor's staff shall be available on-site to perform the services outlined in this section Monday through Friday except Holidays. Staff normal work hours (typically 8 am – 5 pm) shall coincide with the hours necessary for the nature of the work. When requested and authorized by MDAD, work that needs to be done in the evening hours due to Tenant or MDAD operations, or due to special project requirements, overtime will be authorized for that work.

Reports Submittals and Service Requirements

The following list represents mandatory reports that the County requires at

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

the listed interval or as requested by MDAD. Samples and formats of the reports shall be provided by the Contractor no later than fifteen (15) days after the execution of the Agreement. The format of all reports shall be approved by the Department.

A. Occurrence Reports

(1) Parts Price List - *As Requested*
(2) Circuit Cut-Sheets - *As Requested*
(3) Custom Cable Record Reports - *As Requested*

B. Monthly Reports

(1) Average response time for major and minor failures categorized by regular and after hour activity
(2) Percent of work orders completed within specific time frames
(3) List of completed and pending work orders
(4) Order Report that outlines number of hours by labor type and activity for all personnel
(5) Availability Reports which outline availability of all circuit types/ports, PBX switches, trunks, fiber links, network and other major systems
(6) SATS Billing Report, which shall include the following information
(7) Dates of transactions
(8) Dollar values of transactions (both billing rates as well as cost calculations and support)
(9) Invoice date and number
(10) Monthly Financial Statement, reflecting SATS expenses and SATS billings incurred pursuant to the Agreement
(11) Preventive Maintenance Inspection Reports that outline what is done to maintain manufactured suggested maintenance for equipment covered under this contract
(12) Audit Reports that detail results of locations and circuit types tested/audited for cable record accuracy. These activities are aimed at ensuring accurate cable records and recovering existing cable plant not in use
(13) Circuit Capacity Reports that outline circuit types / amounts / % capacity for various locations
(14) Service Order Report with subcategories broken down by regular and after hours, number of orders, and total hours.

C. Quarterly Reports

(1) Reports that outline total amounts invoiced by activity type outlined in Invoice matrix. Reports shall also indicate number of hours expended by job classification type towards that specific activity
(2) Equipment Inventory - Includes PBX, network, and Gigabit Ethernet Components / Systems and sparing levels
(3) Contractor Staffing Organization Chart
(4) Contractor Staffing Contact / Notification List

D. Annual Reports

(1) By September 1st of each year, the Contractor shall submit

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

a configuration and change management procedural plan for review and approval by MDAD
(2) Marketing and customer service plan
(3) Revenue and billing management plan
(4) Annual budget

E. System Availability Reporting

The Contractor shall provide a monthly circuit availability report to MDAD Telecommunications which states the required level of availability for each of the classes of circuits listed in the Levels of Performance subarticle of the Agreement. This report shall include the actual level of availability for each class of circuit, based upon the calculation method listed herein. The difference between the required level of availability and actual availability for each class of circuit shall be identified in the report.

F. Other Reports

Management Reports

Management Reports may include the following:

(1) Response time, availability, and outages for networks, systems and Web services (weekly)
(2) Resource utilization in WAN and LAN (weekly)
(3) CPU and disk storage utilization – for systems Contractor is responsible for maintaining (monthly)
(4) Error statistics for communication interfaces or processes/services (weekly)
(5) Utilization of ATM connections (monthly) or other core switches such as Gbit Ethernet
(6) Analysis high levels of recurring causes of problems, response time by the technician – time to fix and identification of high failure rates in equipment through Meantime Between Failure (MTBF) analysis (monthly)
(7) Work Order Status & MTTR Reports (weekly)
(8) Repair Order Status Reports (weekly)
(9) Service Level Reports (month-do-date and year-to-date)
(10) Cable and Wire Records Reports
(11) Grade of Service Report

MDAD may also determine from time-to-time additional or ad-hoc management reports that may be required regarding the administration of the telecommunication system, SATS and Infrastructure management, and IT Service Desk.The Contractor shall provide other reports that may or may not be generated by the Contractor in the normal course of operations upon request from the Department at no additional cost to the County

G. Records and other documents.

The Contractor shall deliver copies of all original documents and records required to be maintained pursuant to the Agreement or necessary to perform the Services no later than fifteen (15) days

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

after the request for the documents or records. Upon request and during regular business hours, the Department shall be provided all documents and records required to be maintained pursuant to the Agreement, and permitted to inspect such documents and records. Further, if and to the extent that any other records are required to be furnished under Chapter 119, Florida Statutes, the Contractor shall provide same. The Department shall require the Contractor to provide all documents and records required to be maintained pursuant to the Agreement, including, but not limited to, inspection reports, progress reports and financial records.

2.2.19 Disaster Recovery Plan and Back-Up Services

Hours of Operation

Staff normal work hours shall coincide with the hours necessary for the nature of the work. When requested and authorized by MDAD, work that needs to be done in the evening hours due to Tenant or MDAD operations, or due to special project requirements, overtime will be authorized for that work.

Disaster Recovery Service Requirements

Contractor shall work with County to establish a plan for alternative data & telecommunications for the equipment shown in Exhibit B in the event of a Disaster. Once approved by MDAD IS/T Division, Contractor shall be responsible to finalize, periodically test and update such plan.

Once a plan has been developed, Contractor shall be responsible to work with MDAD's IS/T Division to implement the plan in the event of an emergency. Contractor shall be responsible to provide communications equipment, labor, and data lines required under the adopted plan with respect to communications between the identified third site from which the Contractors service are being performed during a Disaster.

The plan shall include description how servers, network, routers, hubs, and switches operating in various buildings and locations can be restored to operation in the event of destruction or disaster. The Plan shall describe recovery by location/building and the technique of recovery through restoration of files in equipment.

The Disaster Recovery Plan for data and telecommunications shall be updated by Contractor at least annually as changes in the business/technical environment dictate, and each updated Plan shall be made available to County for review prior to implementation.

Back-Up Services Requirements

MDAD (ISO Systems Group) shall be responsible for Back-Up Services Requirements.

2.2.20 Attend Meetings, as Required

Meeting Requirements

A. Informal Meetings: The first week of every month, the MDAD IS/T Director and the Contractor's Service Manager shall meet to discuss current issues of mutual concern.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

B. Weekly Staff Meeting: Both parties and their appointed staff shall meet weekly to discuss daily operational issues and on-going project status. Contactor shall maintain an on-going Action-item list.

C. Weekly Bulletins: Contractor shall provide weekly bulletins or newsletter as a means of mass communications for all their on-site employees and County's Management to update them as to what is happening on key projects, initiatives, and issues.

D. Meeting Minutes and Action Items: Contractor shall prepare meeting minutes and prepare, manage, and update action item.

2.2.21 Third – Party Support Agreements

Contractor shall secure for County an acceptable maintenance Agreement for the Equipment with the Manufacturers or Service Organizations (if specified) in Exhibit J. The Fee for the maintenance service shall be at the Manufacturer's then prevailing and negotiated rates which is approximates the industry standard on one percent (1%) per month of equipment cost.

Such Maintenance Agreements shall be paid for on an annual basis or on an hourly basis the rates shown therein.

Third Party Support Agreement Requirements

The Contractor shall:

1 Maintain maintenance and technical support agreements with vendors associated with the telecommunications systems shown in Exhibit J.

2 Be responsible and pay for all maintenance contracts and support contracts necessary to perform the services outlined in this Specification (collectively, the "Agreements with Vendors")

3 Be solely responsible for hands-on management of the systems.

4 Ensure the maintenance of all such agreements is kept current, up-to-date.

5 Ensure all such Agreements provide for the support necessary to provide the 24 x 7 x 365 coverage for Critical and Major failures, or as defined by MDAD as adequate for the system type and usage.

2.2.22 Cable Management System Administration

Hours of Operation

The Contractor's staff shall be available on-site to perform the services outlined in this section Monday through Friday except Holidays. Staff normal work hours (typically 8 am – 5 pm) shall coincide with the hours necessary for the nature of the work. When requested and authorized by MDAD, work that needs to be done in the evening hours due to Tenant or MDAD operations, or due to special project requirements, overtime will be authorized for that work.

Service Levels, Requirements and Deliverables

The Contractor shall provide two (2) staff positions to verify cable usage installation, and identification for MEN, and PDS and enter this information into the Cable Management System. All infrastructure and cabling information must be kept up-to-date and accurate.

"Monetary Assessment for Non-Performance

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

If excessive errors or obsolete information is found to remain in the database, Monetary Assessment for Non-Performance will be invoked. **Refer to *"Monetary Assessment for Non-Performance"* Article in the Agreement.**

2.3 Failure Classification

Critical Failure:

A Critical Failure shall be considered to occur when a reported problem (1) severely impact the operation of the Airport, (2) severely impede the ability for a Tenant to conduct business at the Airport, **or** (3) affects the **life/safety** related circuit, system, or device, and are defined as an occurrence of **any** of the following:

(1) A failure of the PBX, telephone switch, Trunks, station lines, its common equipment or power supplies which renders it or them incapable of performing normal functions for ten percent **(10%)** or more of the stations or trunks;

(2) **Any** of the terminal building fiber cabling allocated for data transmission fails or is inoperative;

(3) A failure of network components that shall render over ten percent **(10%)** of an Airport Tenant or Airport Staff work stations inoperable;

(4) An indication of a major alarm condition as defined by the manufacturer in any of the switching or power equipment;

(5) A central processor in a provider switch serving MDAD or it's Tenant's lines fails or is inoperative;

(6) Any voices lines, which have been identified by MDAD and Tenants as critical to MDAD operations, fails or is inoperative including the telephone sets on such lines;

(7) **Any** on-airport line provided for voice calls or data fails or is inoperative;

Major Failure:

Major Failure are those that severely impacts the ability for a Tenant or MDAD User to conduct business at the Airport and shall be defined as an occurrence of **any** of the following:

(1) Five percent (5%) or more of the telephone switch, telecommunications trunks, its common equipment or power supplies fails, are incapable of performing normal functions or are inoperative;

(2) Failure of **Any** circuit or Equipment that affects the operation of **any** ticket counter, gate area, passenger boarding, baggage handling or an Airline's back office operation;

(3) Five percent (5%) or more of the telephone sets installed for MDAD or any one of its Tenants cannot send or receive calls;

(4) Five percent (5%) or more of the telecommunications trunks which service MDAD or its Tenants fail or are inoperative.

Minor Failure:

A Minor failure is defined as any infrastructure, Common Use or IS/T System or subsystem problem which is not a Major or Critical failure and which degrades service.

Order of Precedence:

Normally, the Contractor technician work force shall be dispatched on jobs in a "First

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

In-First Out" fashion as long as the Tenant deadlines can be met. MDAD shall review and authorize all work orders, including SATS orders, and reserves the right to prioritize various activities that the Contractor undertakes in order to meet deadlines. In general, MAC activity shall take a lesser priority to repair activities pending the circumstances surrounding the given situation. The County reserves the right to mandate that the Contractor reallocate resources to deal with the various repairs, MAC requests or project work as they see fit.

Also, In the event of a conflict in work priorities, Major or Critical failure work shall take precedence over moves, adds, and changes.

The Contractor shall provide or arrange to provide maintenance technicians so as to meet the alarm response procedures stated above. The Contractor is responsible for providing or arranging to provide certified maintenance technicians, including PABX-certified technicians for switch maintenance. The Contractor shall be considered the main point of contact for Service and is responsible for notifying other responsible parties such as, AT&T, etc.

2.4 Normal, After Hours Coverage and Emergency Service Response Requirements for Critical, Major and Minor Failures

Service for all critical and major failures shall be available twenty-four (24) hours a day, seven (7) days a week, and 365 days per year. In the event Contractor fails to respond, County shall have the right, at any time to call in any qualified and certified service organization to perform the necessary repairs and charge back the Contractor for all expenses incurred.

"Respond" is equated to having qualified technical support and/or troubleshooting actively working the problem within aforementioned times. Note that during the troubleshooting process, the Contractor is coordinating directly with the user and/or the local service provider until the problem is resolved.

Response Requirements for Critical and Major Failures – Contractor shall provide immediate response during on-site hours (Monday-Sunday) and within one (1) hour to respond during off-site hours.

During on-site hours, Contractor shall immediately begin remedial maintenance for a critical or major failure, which may consist of remote diagnostics during the first fifteen (15) to thirty (30) minutes, after repair notification via the Contractor's tracking processes with the appropriate service ticket number. If during off-site hours, problem cannot be corrected remotely, the Contractor's personnel shall be on-site no less than two (2) hours from the repair notification time documented by the IT Service Desk. Contractor shall start immediately and work continuously until the problem is resolved.

After being notified that a Critical or Major failure has occurred, the Contractor shall:

a. Promptly initiate actions to verify the reported failure; and

b. If the failure is verified by the Contractor's technicians, and is the responsibility of the Contractor to initiate corrective action on a 24x7x365 basis to restore the service to its contracted level (a) within two (2) hours for MDAD-classified Critical alarms or (b) within four (4) hours from MDAD-classified Major alarms; or

c. If the Contractor is unable to verify the reported failure, or if the failure is responsibility of Others, Contractor shall so advise proper authorities immediately upon making such determination.

Contractor shall abide with the Escalation article of this Specification, in order to

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

resolve a critical or major outage.

Failure to respond or perform:

Monetary Assessment for Non-Performance will be invoked in accordance with the *"Monetary Assessment for Non-Performance"* Article in the Agreement.

Response requirements for Minor Failure - After being notified that a Minor failure has occurred the Contractor shall:

a. Promptly initiate actions to verify the reported failure; and

If the failure is verified by the Contractor's technicians it shall be the responsibility of the Contractor to initiate corrective action to restore the service to its contracted level within two (2) business hours and (a) on the same day when such alarms occur between Monday and Friday from 8 AM to 5 PM or (b) on the following day by 11 am, when such alarms occur between Monday and Friday from 5 pm – 7 am or anytime on week-ends and holidays.

Contractor shall begin any repair not defined as a critical or major failure as expeditiously as possible and complete repairs within four (4) hours from the time the incident is reported and is documented via the Contractor's tracking processes with the appropriate service ticket number.

All Repairs shall be made by a certified technical personnel either through a premise visit or via electronic access through the use of a remote maintenance terminal. However, in all cases, the repair shall be confirmed and the status updated by notification to the IT Service Desk.

Failure to respond or perform:

In addition to other provisions describe in the Agreement, in the event restoration for ANY Critical or Major Failure is not met within four hours, **Monetary Assessment for Non-Performance will be invoked in accordance with the *"Monetary Assessment for Non-Performance" A*rticle in the Agreement.**

2.5 Escalation – Support Levels

First Level Support

A technician shall contact the Tenant or MDAD user within 10 minutes after the IT Service Desk call, email or page is placed to the dispatcher or technician.

Once the repair ticket is assigned to the technician, the repair ticket should be completed within two (2) hours if it is an equipment related issue or within 4 hours if a cable related issue. If not completed within windows, the Technician shall ask the IT Service Desk to advise the Contractor's Service Manager and IS/T Director. At this step, the Contractor's Service Manager shall evaluate the situation and deploy additional resources to resolve the situation, and escalate the repair problem to the management of the applicable vendor.

The technician can invoke the escalation process at any time before the expiration of the two (2) hour window based upon an assessment of the extent, type and severity of the failure. If it is recognized that the repair problem cannot or shall not be resolved within the two (2) or four (4) hour windows as specified above, the technician shall advise the IT Service Desk and is responsible to escalate the repair problem to Second Level Support.

Second Level Support

At this point assistance is requested from the applicable vendor's customer Account team and/or applicable vendor's remote technical support facility. During Second Level Support, the Contractor's Service Manager shall keep the Tenant apprised of the

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

situation and be in contact with the technician and/or vendor representative. If the repair problem is not resolved within the next two (2) hour window of Second Level Support, the problem is escalated to Third Level Support.

Third Level Support

If applicable, the technician / Service Manager shall contact the off-site vendor's technical support center for the Third Level Support. If required, vendor shall dispatch the appropriate technical support personnel to the trouble location assisting the IS/T or Contractor Support personnel. The Technician remains directly involved in the trouble resolution, providing the vendor personnel with on-site assistance, while updating the Help Desk and management with repair and activity status for the repair order record using email or pager.

Fourth Level Support

If the problem is not resolved within the six (6) hour combination of First, Second and Third Level Support, it is elevated to Fourth Level Support. Fourth Level Support combines the Contractor's Service Manager, IS/T Director, IS&T Chief of Telecommunications, MDAD Operations Manager, On-site/off-site vendor Technical Support Center resources, vendor account representatives and the higher level departmental management levels of the Contractor/Vendor and the Airport. The purpose of involving so many people at this level is to create a full support team whose primary focus is to resolve the trouble by committing all available resources and talents.

MDAD's IS/T Director shall be the Airport's focal point for coordination of efforts until the Fourth Level support scenario is declared completed and service is restored to a normal operating condition. MDAD's IS/T Director escalates the situation to the applicable vendor's upper management. If necessary, MDAD's IS/T Director shall dialogue with the vendor's upper management until assurances are in place that the applicable vendor shall provide replacement parts, on-site technical assistance, or whatever other resources is necessary to resolve the repair problem.

MDAD's IS/T Director shall hold regular status updates every two (2) hours with the applicable vendor's upper management to ensure that the commitments made by the vendor are being met. These updates shall continue until the problem is resolved. MDAD IS/T Director shall also be responsible for notifying the Tenant and Airport upper management of the escalation situation.

2.6 Coordination of Work with Others and Possible Future Additional Scope of Work.

This Specification and Agreement is a **non-exclusive** contract to provide management, maintenance, and operations associated with the existing MIA voice and data networks. MDAD has implemented a New Security Network System ("NSNS"), a Premise Distribution System ("PDS") including fiber and Cat 5e cabling, network hubs to various systems associated CCTV switching, recording equipment, audio and visual paging, Building Management System, Fire and Smoke detection, public address, Flight, Baggage and Visual displays (FIDs, BIDs, VIDs), Common Use Terminal Equipment ("CUTE"), an interconnecting network (MEN), network management system, and a cable management system. In addition, acquire and support of PC/desktop and ancillary equipment, essential to Airport operations. Original contracts for the above include a specified period for the vendor to provide management operations and maintenance of this system after final acceptance by MDAD.

Exhibit B identifies all current Equipment at locations to be maintained under this Specification. As new Equipment items or locations are added to MDAD

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

telecommunications and infrastructure and the original Contractor's Support has terminated, the County may elect to add that Scope of Work to this Specification upon written mutual agreement of both the MDAD IS/T Director and the Contractor.

The network connections associated with the Special Systems listed above are quite significant. The following are estimates of the number of individual IP address that will be required:

- BMS, each local controller and central server, estimated 2000.
- Fire and Smoke detection, each local controller and central server, estimated at 2000.
- Public Address ("PA"), each central server in each equipment room, estimated at 100.
- CUTE, each central server and workstation and printers, estimated at 3000.
- FIDS, BIDS and other Visual Displays, each central server and display device, estimated at 2000.

The Contractor is required to coordinate its Work including maintenance whenever the Contractor's Services or Work is dependent upon the work or services or actions of IS/T, other suppliers or contractors.

Planned expansions or projects currently on-going that may impact the services needed in the future are:

2.6.1 New Security Network

New Security Network System is composed of a high speed fiber optic based ATM network, up to thirty (30) equipment rooms, CCTV and Intercom switching equipment, and CCTV and Intercom recording equipment. The rooms shall be linked via a new security network. This network shall accommodate interface with the PDS. The PDS provides CAT5e cabling from the network switch located in these rooms to all devices requiring an IP address and network connection. The Contractor may be asked to take over the management, maintenance, and operations responsibility, unless directed otherwise by MDAD, once the current management and operation contract with the NSNS provider is over.

The main backbone of the New Security Network System is comprised of multiple fiber optic loops, which create multiple distinct data areas in the Main Terminal area. A main loop runs through the main Terminal through the equipment rooms. The main loop has four (4) room ATM OC48 configuration (rooms C4121, B3017, A3129, and H1472) with an OC-48 data rate. The ATM shelves in the four (4) equipment rooms shall connect to switches at an OC-12 (ATM) data rate. The switches in the remaining eleven (11) equipment rooms (H3730, G1107, G1764, F1540, F1770, E1502, E1803, S1558, D3917, A3820, and A3105) shall be capable of connecting to multiple network protocols (i.e., ATM, and Ethernet). Two (2) separate backbone loops (a primary OC-12 backbone and a secondary OC-12 backbone) connect the eleven (11) rooms to the four (4) OC-48 equipment rooms via separate diverse routes.

The New Security Network will also consist of a high-speed digital video, audio, and access control data transport system.

2.6.2 Wireless Network

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

In conjunction with the PDS, wireless antennas located approximately three hundred (300) feet apart are located throughout the Terminal at MIA. This system shall also improve the use of wireless MDAD system phones throughout the terminal areas. Tenant airlines are envisioning more wireless customer service devices similar to what rental car companies use today, when checking in cars.

Airlines are anticipating that their customer base will increase the use of wireless Internet devices for telecommuting while in airports and on airplanes. A system is installed in the terminal that handles the wireless traffic and places MDAD in the position of controlling this part of the telecommunications infrastructure. During the term of the Agreement, the Contractor shall interface with the Wireless System provider to provide network services via the PDS and interfaces with the network backbone and other service providers.

2.6.3 Common Use Terminal Equipment

Common Use Terminal Equipment System is used for the purpose of increasing the operational capacity by allowing airline and terminal management staffs to more effectively manage available resources.

CUTE Applications, running on the County's common use backbone, include Systems with which to ticket, check-in and board passengers; to communicate information about flights and to reconcile boarding passengers.

During the term of the Agreement, the Contractor shall interface with the CUTE provider to provide network services via the PDS /MEN

It is possible the Contractor may be asked to take over the management, maintenance, and operations responsibility when the present operation and maintenance contract with the original CUTE provider expires.

2.6.4 Airport Operational Information System

The Airport Operational Information Database ("AOIS") is the core system of the Total Airport Management System ("TAMS"), and consists of applications servers, workstations, network connectivity, information display devices, computer applications, application interfaces, application integration, application data migration, and facilities infrastructure. It provides the data for an integrated visual display solution for the flight related display applications at MIA, as well as the central database for Airport Operations

During the course of the Agreement, the Contractor shall interface with the AOIS provider to provide network services via the PDS / MEN

2.6.5 Paging System

Terminal Paging Systems are located in airport concourses within the MDAD Systems Rooms and includes an Audio Distribution Local Area Network and an Audio Control Local Area Network. It uses dedicated Complex Paging System network hardware and the Audio Control LAN uses a Virtual Private Network all part of the dark fiber that was installed as part of the new MDAD Network. The system is located throughout the concourses including Ticketing, Baggage Claims, Baggage Makeup, Passenger Lounges, Hospitality, Retail, Restrooms and Driveways. This system provides audio and visual paging and will be operated through the Optical Operational Control Room. Currently it is anticipated that the Paging System will be maintained and operated by the original Vendor and MDAD staff as it is considered part of the Life Safety and Security system. Contractor will be required to maintain and monitor the

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

network hardware. During the term of the Agreement, the Contractor shall interface with the Paging System vendor and MDAD to provide network services via the PDS and interfaces with the network backbone and other service providers.

2.6.6 Building Management System

Like the ACS System, the Airport and the BMS provider will operate the BMS System. It shall operate across the local area network at a speed of 100 Mbps. The high-speed LAN will provide transfer of point data, alarms and file activity among workstations and the System/application server. This LAN supports ASHRAE/ANSI 135 (with associated addenda) Building Automation and Control Networking (BACnet) protocol. Any data from an equipment controller is also transported to the LAN via an application/terminal server. Global data sharing shall occur simultaneously with the transmission of alarm data and user activity. During the term of the Agreement, the Contractor shall interface with the BMS vendor and MDAD Staff to provide network services.

2.6.7 Access Control System (ACS)

Currently the Airport has implemented a Matrix Inc. Access Control System. This system includes remote Ethernet based messaging network between the host computers and card reader network loops. During the term of the Agreement, the Contractor shall interface with the ACS Vendor and MDAD Staff to provide network services.

2.6.8 CCTV

The CCTV System will operate throughout the Airport from coaxial cable distribution. The Contractor Scope of Work may include maintaining the Close Circuit Television System associated conduit and cable and perhaps, at some future time the CCTV cameras, and intercom system. During the term of the Agreement, the Contractor shall interface with the CCTV vendor and MDAD Staff to provide network maintenance and installation services.

2.6.9 CATV

The CATV System operates throughout the Airport. The head end, has Distribution amplifiers and power dividers to extend CATV signals to a MDAD Telecom Room (MTR) for distribution. During the term of the Agreement, the Contractor shall interface with the CATV vendor and MDAD Staff to provide network maintenance and installation services.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Exhibit B

Equipment, Systems and Subsystems Plans and Diagrams (will be provided post award)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Exhibit C
Job Descriptions

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Engineering Services Manager

Summary:

The Engineering Services Manager shall be a full-time employee responsible for directing, coordinating and managing the day-to-day operations of the Telecommunications Engineering Section. The position is responsible for technical planning, coordination, implementation, and maintenance of the Airport's data and telecommunications infrastructure. Another important responsibility is the Quality Assurance functions, including preventative maintenance, inspections of work in progress, completed work, and ad hoc inspections.

The Engineering Services Manager shall be responsible for monitoring the work activities of the network and telecommunications engineering teams to meet service-level objectives.

Essential Duties, Responsibilities and Minimum Competencies

- Manages team members' day-to-day schedules and productivity from initiation to delivery of services, interfacing with customers on technical matters.
- Responsible for creating technical documentation, procedures, user guides, technical guides, and diagrams for infrastructure solutions to ensure uniformity and standardization.
- Responsible for managing all network and telecommunications systems, including core, distribution, edge devices, routers, network access controls, MPLS, Cisco Unified Communications systems and associated software, monitoring tools, and security tools.
- Assists in configuring, installing, maintaining, repairing, and troubleshooting telecommunications and network equipment/systems following Incident, Change, and Request Management procedures.
- Maintain governance controls, project creation, training, and adherence to service-level agreements (SLAs)
- Responsible for security, integrity, and consistency of all network and telecommunications systems.
- Responsible for designing and creating Disaster Recovery and Contingency plans to support operational objectives.
- Conduct and coordinate preventive maintenance on of all network and telecommunications systems.
- Collaborates with all other managers/project managers to ensure all tasks associated with projects, troubleshooting systems, and design processes of new systems are completed and meet project schedules.
- Collaborates with internal and external stakeholders to integrate the network and telecommunications strategic plan with the overall technology and security plan.
- Update and maintain the Infrastructure Management System from incident and request management Changes.

Education and/or Experience and Skills

The Engineering Services Manager should have a bachelor's degree in engineering, Computer Science, or a related field and/or an equivalent of 5 years of work experience supporting enterprise-level networks and three years of experience supporting telecommunications systems. Must have a 5-year previous supervisory background with proven record and responsibility for a comparably sized, similar operation. Candidate must possess one or more of the following certificates:

- CISSP (Certified Information Systems Security Professional)
- Cisco Certified Network Professional (CCNP)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Telecommunications Engineer, Sr.

Summary:

The Sr. Telecommunications Engineer shall be a full-time employee responsible for designing, developing, delivery, and user experience of the Unified Communications Systems. The engineer shall be responsible for supporting managing resources, troubleshooting complex problems and ensuring the continuous operation of all voice systems, including telephone, voicemail, and long-distance services for MOAD users and tenants.

The Sr. Telecommunications Engineer will play a strong role in managing multiple concurrent projects relating to the expansion of the existing network facilities and deployment of new and should be proficient in networking technologies (Switches, Routers, Firewalls, Load Balancers, etc.), Cisco Unified Communications offerings and related tools.

Essential Duties, Responsibilities and Minimum Competencies

- Provide insights and solutions for enhancing existing technology.
- Oversee overall system administration for the unified communications network and related systems.
- Coordinate service order request for movement of new or existing installations of trunk circuits, and other line services as may be required with the Local Exchange Carrier.
- Collaborate with customer, vendors, clients, carriers, and technical staff to implement, optimize, and secure the unified communications systems.
- Research, recommend, and implement new software, hardware, tools, systems, and processes to ensure the most practical solutions are made available to meet MOAD user and tenant requirements for cutting-edge collaboration experiences.
- Responsible for creating technical documentation, procedures, user guides, technical guides, and diagrams for infrastructure solutions to ensure uniformity and standardization.
- Troubleshoot complex voice communication system incidents, including network monitoring, configuration, and maintenance of hardware and software
- Troubleshoot complex network, telephone and voice circuit failures
- Resolve break/fixes and provide move/add/change/deactivation requests for all telecommunications systems.
- Follow Incident, Change and Request Management procedures
- Perform maintenance and upgrades on infrastructure and endpoints.
- Lead analysis of new technologies from concept to implementation.
- Work with UC vendors to resolve and/or research complex issues to find solutions. Test new software and hardware options.
- Update and maintain the Infrastructure Management System from incident and request management Changes.

Education and/or Experience and Skills

The Sr. Telecommunications Engineer should have at least 4 -6 years of experience in the engineering of voice systems for large private or government entities. Additional experience may substitute for the required education on a year-for-year basis. Possess 3 years of experience supporting telecommunications systems and possess advanced knowledge of Cisco Unified Communications, Contact Center, conferencing, and collaboration endpoints. Candidate must possess and the following certificate:

Cisco Certified Network Professional (CCNP) Collaboration

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Telecommunications Engineers

Summary:

The Telecommunications Engineer shall be a full-time employee who will be responsible for the evaluation, installation, maintenance and support of the unified communications systems and associated environment in collaboration with the Sr. Telecommunications Engineer.

The Telecommunications Engineer will provide support to end users relating to their telecommunications infrastructure components. Collaborating closely with IT teams and business partners, you will ensure exceptional user and technology experiences for the MOAD users and tenants.

Essential Duties, Responsibilities and Minimum Competencies

- Participates in providing insights and solutions for enhancing existing technology.
- Provide system administration for the unified communications network and related systems.
- Coordinate service order request for movement of new or existing installations of trunk circuits, and other line services as may be required with the Local Exchange Carrier.
- Collaborate with customer, vendors, clients, carriers, and technical staff to implement, optimize, and secure the unified communications systems.
- Responsible for creating technical documentation, procedures, user guides, technical guides, and diagrams for infrastructure solutions to ensure uniformity and standardization.
- Troubleshoot voice communication system incident, including network monitoring, configuration, and maintenance of hardware and software
- Troubleshoot network, telephone and voice circuit failures
- Resolve break/fixes and provide move/add/change/deactivation requests for all telecommunications systems.
- Follow Incident, Change and Request Management procedures
- Perform maintenance and upgrades on infrastructure and endpoints.
- Give direction and support to less experienced engineers, and encourage best practice
- Update and maintain the Infrastructure Management System from incident and request management Changes.
- On-call rotation/After Hours support is required

Education and/or Experience and Skills

The Telecommunications Engineer should have at least 4 -6 years of experience in the troubleshooting PBX and VoIP telephones and voice systems for large private or government entities. At least two (2) years of experience in isolating and repairing VoIP system (ex. Avaya Unified Communications, Cisco CUCM, etc.) faults/misconfigurations and/or determining interoperability issues. Candidate should possess at least one of the following certificates or equivalent OEM specialized or technical training:

- Network+
- CCNA

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Support Services Manager

Summary:

The Support Services Manager is responsible for directing, coordinating and managing the day-to-day operations of the Support Services Section. The position is responsible for monitoring the work activities of the Telecommunications Support Technicians and creating and updating Standards and Procedures. Another important responsibility is the Quality Assurance function, including inspections of work in progress, completed work and ad hoc inspections.

The Special Projects Supervisor shall be responsible for circuit designs, and installing, splicing and trouble-shooting various kinds of inside and outside plant cables, both underground and overhead, to include fiber optic, CAT 5e, shielded cables and any other specified cable infrastructure.

Essential Duties, Responsibilities and Minimum Competencies

- Provide insights and solutions for enhancing existing technology.
- Provide overall system administration for the unified communications network and related systems.
- Experienced with private and public telephone and data network systems environments.
- Experienced with inside plant including telephone rooms, riser systems, MDF and IDF Wiring Closet design.
- Solid understanding of BICSI cabling standards.
- Responsible for creating technical documentation, procedures, user guides, technical guides, and diagrams for infrastructure solutions to ensure uniformity and standardization.
- Maintain governance controls, project creation, training, and adherence to service-level agreements (SLAs).
- Test for signal integrity, security requirements and volume and/or throughput and perform other types of tests as required.
- Coordinate service order request for movement of new or existing installations of trunk - circuits, and other line services as may be required with the Local Exchange Carrier.
- Troubleshoot and perform fault isolation and corrective measures to resolve infrastructure, voice systems and end user problems.
- Coordinate service order request for movement of new or existing installations of trunk circuits, and other line services as may be required with the Local Exchange Carrier.
- Follow Incident, Change and Request Management procedures.
- Responsible for designing and creating Disaster Recovery and Contingency plans to support operational objectives.
- Give direction and support to less experienced technicians and encourage best practice.
- Update and maintain the Infrastructure Management System from incident and request management Changes.

Education and/or Experience and Skills

The Support Services Manager should have a bachelor's degree in computer science or related field and have at least 5 years work experience in the installation of telecommunications systems equipment of similar type, complexity and environment. Should have a minimum of three (3) years of experience in the installation and termination of Copper and Fiber cabling. Proficient in Fiber Optics termination and testing is a requirement.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Telecommunications Support Technician, Sr.

Summary:

The Sr. Telecommunications Support Technician shall be a full-time employee who shall be proficient in installing, splicing and trouble-shooting various kinds of inside and outside plant cables, both underground and overhead, to include fiber optic, CAT 5e, shielded cables and any other specified cable infrastructure. Shall be proficient with all cable testing procedures, and test devices including OTDR, FLUKE, etc. Another important responsibility is the Quality Assurance functions, including preventative maintenance, inspections of work in progress, completed work, and ad hoc inspections.

The Sr. Telecommunications Support Technician is responsible for telephone hardware and cabling infrastructure support, trouble shooting, daily repair and maintenance of the telephone environment, related communications equipment and intercom/bell/clocks/speaker systems.

Essential Duties, Responsibilities and Minimum Competencies

- Perform installations and removal of structured cabling components, cabinets, pathway systems (cable tray), move equipment, racks, and related communications infrastructure materials.
- Perform installation and service of low voltage category cabling, fiber optic cabling, communications cabling, communication equipment and other various low voltage related systems such as Category 3, Category 5, Enhanced Category 5, Category 6 and Fiber Optic Structured Cable Distribution Systems, and related communications infrastructure materials.
- Perform upgrades and additions to cabling infrastructure system to increase functionality and usability.
- Provide on-site PBX; voice mail, and teleconferencing support to include maintenance and MACs (moves, adds, and changes) according to industry standards
- Evaluate, diagnose, troubleshoot cabling infrastructure systems, voice communication systems and perform repairs as necessary.
- Inform operations management regarding procedures and/or status of work orders for the purpose of providing necessary information for making decisions, taking appropriate action and/or complying with OSHA regulations.
- Complete required documentation in a variety of written and electronic formats according to company standards such as time reporting for billing & payroll, IMS, work order progress & completion, time and materials for client SLAs, etc.
- Responsible to ensure the integrity and accuracy of all information in the Cable Management System and as-built documentation.
- Update and maintain the Infrastructure Management System from incident and request management Changes.
- Resolve break/fixes and provide move/add/change/deactivation requests for all telecommunications systems.
- Follow Incident, Change and Request Management procedures.
- Test for signal integrity, security requirements and volume and/or throughput and perform other types of tests as required
- Use a variety of test equipment for repairs and computers for diagnosis and programming needs (OTDR, FLUKE or equivalent)
- Give direction and support to less experienced technicians, and encourage best practice
- Participate in an on-call rotation to perform and/or facilitate emergency repairs, including working after-hours sporting/special events to ensure network continuity and facilitate emergency repairs.

Education and/or Experience and Skills

Candidate should be a High School graduate and have five (5) years of experience in the telecommunication industry. Should have a minimum of three (3) years of experience in the installation and termination of Copper and Fiber cabling. Proficient in Fiber Optics termination and testing is a requirement. Candidate must possess one or more of the following certificates:

- BICSI Technician. (TECH.)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Telecommunications Support Technicians

Summary:

The Telecommunications Support Technician shall be a full-time employee who shall be proficient in installing, splicing and trouble-shooting various kinds of inside and outside plant cables, both underground and overhead, to include fiber optic, CAT 5e, shielded cables and any other specified cable infrastructure. Shall be proficient with all cable testing procedures, and test devices including OTDR, FLUKE, etc.

The Telecommunications Support Technician is responsible for telephone hardware and cabling infrastructure support, trouble shooting, daily repair and maintenance of the telephone environment, related communications equipment and intercom/bell/clocks/speaker systems.

Essential Duties, Responsibilities and Minimum Competencies

- Perform installations and removal of structured cabling components, cabinets, pathway systems (cable tray), move equipment, racks, and related communications infrastructure.
- Perform installation and service of low voltage category cabling, fiber optic cabling, communications cabling, communication equipment and other various low voltage related systems such as Category 3, Category 5, Enhanced Category 5, Category 6 and Fiber Optic Structured Cable Distribution Systems, and related communications infrastructure materials.
- Perform upgrades and additions to cabling infrastructure systems to increase functionality and usability.
- Provide on-site PBX; voice mail, and teleconferencing support to include maintenance and MACs (moves, adds, and changes) according to industry standards
- Evaluate, diagnose, troubleshoot cabling infrastructure systems, voice communication systems and perform repairs as necessary.
- Inform operations management regarding procedures and/or status of work orders for the purpose of providing necessary information for making decisions, taking appropriate action and/or complying with OSHA regulations.
- Complete required documentation in a variety of written and electronic formats according to company standards such as time reporting for billing & payroll, IMS, work order progress & completion, time and materials for client SLAs, etc.
- Update and maintain the Infrastructure Management System from incident and request management Changes.
- Resolve break/fixes and provide move/add/change/deactivation requests for all telecommunications systems.
- Follow Incident, Change and Request Management procedures.
- Test for signal integrity, security requirements and volume and/or throughput and perform other types of tests as required
- Use a variety of test equipment for repairs and computers for diagnosis and programming needs (OTDR, FLUKE or equivalent)
- Participate in an on-call rotation to perform and/or facilitate emergency repairs, including working after-hours sporting/special events to ensure network continuity and facilitate emergency repairs.

Education and/or Experience and Skills

Candidate should be a High School graduate and have five (5) years of experience in the telecommunication industry. Should have a minimum of three (3) years of experience in the installation and termination of Copper and Fiber cabling. Proficient in Fiber Optics termination and testing is a requirement. Candidate must possess one or more of the following certificates:

- BICSI Technician. (TECH)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Network Engineer

Summary:

The network engineer is a highly skilled specialist with in-depth network architectures and design expertise. They have a proven track record of successfully installing and troubleshooting data communications cabling and equipment. The network engineer is proficient in configuring and securing Cisco networks, managing LAN/WAN connections, and implementing backup and disaster recovery solutions. They demonstrate proficiency in configuring and securing Cisco routers and switches, managing LAN/WAN ports and protocols, and implementing backup and disaster recovery solutions.

Essential Duties, Responsibilities and Minimum Competencies

- Field implementation and maintenance of network hardware and software.
- Research, analysis, and implementation of software patches or hardware changes to address network issues.
- Evaluation and selection of new network products and services.
- Selection, development, integration, and implementation of network management applications.
- Participation in network planning, network architecture design, and engineering.
- Integration and schematic depiction of communication architectures, topologies, hardware, software, transmission and signaling links, and protocols.
- Evaluation of new products and performance of network problem resolution.
- Assistance in the development and documentation of technical standards and interface applications.
- Support in the development, creation, and maintenance of current network device configurations, circuit information, and operations network diagrams.
- Development of database requirements and establishment of data file backups.
- Development of a process to inventory all data network equipment and performance of periodic inventory audits and reviews.
- Ensuring proper configuration, utilization, and maintenance of switches, routers, and other applicable devices and applications.
- Performance of detailed router scripting and filtering to manage network traffic.
- Ability to manage multiple tasks and projects simultaneously.
- Strong organizational and time management skills.
- Ability to work independently with minimal supervision.

Education and/or Experience and Skills

The ideal candidate should possess a bachelor's degree in computer science, Engineering, Telecommunications, or a related technical field, or have five or more years of experience working in data communications within a large, complex network environment encompassing multiple platforms and protocols with over 2500 nodes. Additional years of experience can substitute for the educational requirement on a year-for-year basis. Strong troubleshooting skills are essential, along with a Cisco CCNP certification and hands-on experience with Cisco switches and routers.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Network Engineer Jr.

Summary:

Network Engineer Jr. are responsible for the installation, configuration, maintenance, and troubleshooting of network infrastructure. Network Engineer Jr. must be proficient in Cisco routers and switches, including their command structure, configuration, and security best practices. They will also manage both LAN and WAN ports, configure various protocols (including TCP/IP and Ethernet), implement backup and disaster recovery solutions, and ensure network security. Contractor's staff shall include at least one technician that is factory trained and certified to test, maintain and repair UPS and one that has a minimum of two years' experience with wireless technologies, include Wi-Fi 6/6E and emerging wireless standards.

Essential Duties, Responsibilities, and Minimum Competencies

- Install, configure, and maintain network hardware and software, including routers, switches, firewalls, wireless access points, and network cabling.
- Monitor network performance and identify and troubleshoot network issues.
- Implement and maintain network security measures, including firewalls, intrusion detection/prevention systems, and access control lists.
- Configure and manage LAN and WAN ports to support various protocols, including TCP/IP and Ethernet.
- Implement and test backup and disaster recovery solutions to ensure data integrity and business continuity.
- Provide technical support to users and assist with network-related issues.
- Stay up to date on new technologies and best practices in network administration and security.
- Document network configurations and procedures.
- Collaborate with other Support Services, PMO, IT Service Desk staff to ensure seamless integration of network systems with other IT infrastructure.

Education and/or Experience and Skills

Candidates must possess a High School diploma or equivalent and have a minimum of Three years of hands-on experience working with network data equipment. They should demonstrate strong troubleshooting skills and hold a Cisco Certified Network Associate (CCNA) certification or an equivalent credential. Additionally, applicants must possess a proficient working knowledge of data communications concepts and equipment, along with strong analytical and problem-solving skills. Excellent communication and interpersonal skills are also essential for effective collaboration.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Project Manager (PMO) Lead

Summary:

The Project Management Office (PMO) Lead shall be a full-time employee responsible for circuit designs, and special projects involving department, subcontractors, or cross-functional teams through the design process and into a finished state for MOAD or its tenants. The Project Management Office (PMO) Lead is responsible for training, developing and managing the project management team to continually grow and perform.

Essential Duties, Responsibilities and Minimum Competencies

- Independently lead and direct projects and other PMs on various project initiatives that drive toward customer objectives.
- Monitors the staff responsible for the product/program/project from initiation through deliver, interfacing with customer on technical matters
- Collaborate with project management, subject matter experts, team members, leadership, and external stakeholders.
- Manage strategies and operational workflow process improvement to include procedures, policies, training, and other continuous processes.
- Maintain governance controls, project creation, training, and adherence to service-level agreements (SLAs)
- Responsible for creating technical documentation, procedures, user guides, technical guides, and diagrams for infrastructure solutions to ensure uniformity and standardization.
- Continuously improve the project management and organization processes.
- Ensure team's proper execution of standard operating procedures, including Incident, Change and Request Management.
- Efficiently and effectively communicate the status of projects to key stakeholders and assist in resolving problems between users, system administrators, and vendors.
- Maintain high internal customer satisfaction for the department.
- Update and maintain the Infrastructure Management System from incident and request management Changes.
- Responsible for designing and creating Disaster Recovery and Contingency plans to support operational objectives.
- Inspire and develop the skills of your staff to meet or exceed the expectations for their position.
- Conduct effective resource management for the department.
- Must be able to resolve conflict. Directions must be clear and concise. Delegate responsibilities while assuring accountability

Education and/or Experience and Skills

Should have a bachelor's degree and/or equivalent experience in the telecommunications industry seven (7) years minimum. Additional years of telecommunications industry experience may substitute for the required education on a year-for-year basis. Must have minimum of 5 years' experience in managing projects and people. A Registered Communications Distribution Designer (RCDD) certification is required. Shall have good problem-solving skills and conflict management skills. Background in telecommunications and fiber optic installation is essential. Must be adept at customer relations.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

System Administrators

Summary:

The System Administrator shall be a full-time employee and must be proficient in Microsoft technologies including DNS (Domain Name System), DHCP (Dynamic Host Configuration Protocol), Active Directory and Exchange. Must possess an understanding of various Unix/Linux distros and ability to update such systems.

The System Administrator is responsible for the in configuring, installing, maintaining, repairing, and troubleshooting the Telecommunications server environment. Responsible to perform preventative maintenance, backups, and recovery tasks

Essential Duties, Responsibilities and Minimum Competencies

- Provide service and support for all customer incident, problem, and change requests.
- Manage all on site installation, repair, maintenance and test tasks.
- Diagnose errors or technical problems and determining proper solutions.
- Maintain and repair hardware and peripheral devices.
- Perform preventative, routine, and environmental maintenance and inspections for all equipment, components, systems, and infrastructure.
- Organize and coordinate within planned maintenance windows for all design, implementation, problems, and change requests.
- Produce timely and detailed service reports.
- Follow Incident, Change and Request Management procedures
- Design, development, and implementation of programs and applications
- Perform trend analysis to provide innovative solutions for application requirements.
- Perform application testing, code reviews, and debugging to ensure applications perform according to requirements.
- Perform Software Configuration, Release, Deployment, and Testing for all network CI's.
- Manage all on site installation, repair, maintenance and test tasks.
- Provide timely and detailed service reports.
- Manage the network management system (NMS), which includes configuring SNMP, IP Management, mapping, reporting and user management.
- Manage the infrastructure management system (IMS), which includes user management, template management, user training, report creation.
- Update and maintain the Infrastructure Management System from incident and request management Changes.
- Maintain web application servers, and API components to multiple applications.

Education and/or Experience and Skills

The System Administrator should have 5 years of database, network administration, or system administration experience and working knowledge of virtualization, VMWare, Hyper-V or equivalent. Must possess experience with Unix/Linux, network management protocol, infrastructure components, media types, connectors, network equipment, servers, cabinets & enclosures. Demonstrated knowledge of LAN/WAN and Data Communication Systems, networking and TCP/IP. Candidate must possess one or more of the following certificates:

- Microsoft Certified System Engineer (MCSE)
- Microsoft Certified System Administrator (MCSA)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Project Manager

Summary:

The Project Manager shall be responsible for the planning, execution, and delivery of telecommunications projects, including network infrastructure upgrades, system implementations, and technology deployments. This role requires a strong understanding of telecommunications technologies, project management methodologies, and the ability to collaborate effectively with internal and external stakeholders.

Essential Duties, Responsibilities, and Minimum Competencies

- Develop and manage project plans, including scope, schedule, budget, and resource allocation
- Coordinate the activities of project team members, client staff, and third-party contractors
- Ensure projects are completed on time, within budget, and meet quality standards
- Monitor project progress and identify/address potential risks or issues
- Provide technical consultation to clients on telecommunications solutions and strategies
- Design and implement network solutions, including PBX systems, transmission systems, outside plant, and inside plant
- Specify, procure, and install telecommunications equipment
- Ensure solutions meet client requirements and industry standards
- Prepare and present proposals to clients
- Manage client expectations and ensure satisfaction
- Facilitate communication between project team members and stakeholders
- Build and maintain strong relationships with clients and vendors
- Prepare network plans for renovations and relocations
- Coordinate the delivery of requested circuits across the MIA backbone
- Develop project plans and punch lists
- Interface with clients to ensure implementation aligns with their needs
- Promote teamwork and collaboration
- Stay current with industry trends and technologies
- Perform other duties as assigned

Education and/or Experience and Skills

A bachelor's degree in Telecommunications, Engineering, or a related field is preferred, but equivalent experience in the telecommunications industry may be considered. A minimum of five (5) years of experience in the telecommunications industry is required, with additional years of experience potentially substituting for the educational requirement on a year-for-year basis. At least three (3) years of experience managing projects and teams is necessary. Demonstrated proficiency in problem-solving and conflict resolution is essential. Exceptional customer relations skills are a must.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Project Coordinator

Summary:

The Telecommunication Project Coordinator is responsible for the successful planning, execution, and delivery of telecommunications projects, ensuring they are completed on time, within budget, and meet quality standards. This role requires strong project management skills, technical telecommunications knowledge, and the ability to effectively coordinate with various stakeholders. Proficient in the design, implementation, requirements with expertise in copper and fiber installation and testing procedures.

Essential Duties and Responsibilities

- Develop comprehensive project plans, including scope, schedule, budget, and resource allocation.
- Coordinate project activities across internal teams, client staff, and external vendors.
- Monitor project progress, identify and proactively address potential risks or issues.
- Serve as the primary point of contact for clients, managing expectations and ensuring satisfaction.
- Facilitate effective communication and collaboration between all project stakeholders.
- Collaborate with technical teams on network design, equipment procurement, and implementation.
- Ensure solutions align with client requirements and industry standards.
- Assist in preparing proposals and presentations for clients.
- Stay informed about current industry trends and technologies

Education and/or Experience and Skills

The candidate should hold a bachelor's degree in Telecommunications, Engineering, or a related field and have a minimum of 5 years of experience in the telecommunications industry, including at least 3 years in project management and team coordination. Equivalent experience may be considered as a substitute for a degree. Essential skills and competencies include a strong understanding of telecommunications technologies and project management methodologies, excellent problem-solving, decision-making, and conflict-resolution skills, exceptional customer service and communication abilities, and the capacity to build and maintain positive relationships with clients and vendors. Proficiency in Microsoft Office Suite or similar project management tools is also required.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

BIM Operator

Summary:

The BIM Operator is responsible for creating, modifying, and managing Building Information Models (BIM) throughout the project lifecycle, with a focus on incorporating telecommunication infrastructure into the models. They work closely with the engineering, project management and construction teams to ensure accurate and coordinated models that support efficient design, construction, and facility management, particularly in relation to telecommunication systems integration.

Essential Duties, Responsibilities and Minimum Competencies

- Develop and maintain 30 BIM models using Revit or other relevant software.
- Integrate architectural, structural, and MEP models into a coordinated BIM.
- Update models to reflect design changes and construction progress.
- Generate 20 drawings and documentation from the BIM model.
- Participate in BIM coordination meetings to identify and resolve clashes and conflicts.
- Communicate with project team members to ensure model accuracy and completeness.
- Work with stakeholders to develop and implement BIM standards and workflows.
- Input and manage project data within the BIM model.
- Use model data for analysis and visualization to support decision-making.
- Perform quality checks on models to ensure compliance with project requirements and standards.
- Troubleshoot model issues and implement corrective actions.
- Maintain organized and up-to-date model files and documentation.

Education and/or Experience and Skills

The candidate shall possess an associate or bachelor's degree in architecture, engineering, construction management, or a related field. Additionally, they should have two or more years of experience in BIM modeling coordination. Proficiency in Revit and Autodesk Construction Cloud software is essential.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Operations Administrative Manager

Summary:

The Operations Administrative Manager shall be a full-time employee who will assist the Service Manager and perform special planning and implementation activities, interfacing with clients' facilities groups, vendors, other groups and organizations.

Shall be responsible for monitoring the work activities of Office Administration, Billing, Purchasing, and Dispatching.

Essential Duties, Responsibilities and Minimum Competencies

- Provide Support to other Divisions under Contractor's Agreement such as I.T Service Desk, Voice, Data and SATS.
- Assist in the training and development of staff
- Works on problems of moderate scope where analysis of situation or data requires a review of identifiable factors. Exercises judgment within defined procedures and practices to determine appropriate action
- Excellent communication skills (oral and written)
- Ability to comfortably interact with senior management and outside consultants on large complex projects
- Ability to work under pressure, handle a variety of work assignments at the same time, prioritize work and be held fully responsible for decisions
- Knowledge of industry standards
- Ability to coordinate multiple projects at the same time
- Ability to resolve conflicts when they arise, while maintaining good client relations
- Ability to analyze information, makes recommendations, and develops ad hoc reports and presentations. Ability to interpret client needs into cost-effective proactive plans that are within the client's corporate practices and standards, while maintaining good client relations
- Ability to supervise the work of others

Education and/or Experience and Skills

Candidate should have a bachelor’s degree and/or equivalent experience in the industry with 5 years’ experience in the telecommunications field. Must have a strong managerial background with proven record and responsibility for a comparably sized, similar operation. Knowledge in Crystal Reports a plus.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Administrative Coordinator

Summary:

The Administrative Coordinator shall be a full-time employee. This position involves tasks that are somewhat structured and routine. They may be repetitive on a daily, weekly, or monthly basis. Routine supervisory review is required.

Essential Duties, Responsibilities and Minimum Competencies

- Assist in Billing functions under the supervision of Billing Specialist
- Perform complex financial calculations using calculator and Excel
- Open and distribute mail
- Tracks and monitors noncomplex departmental budgets
- Reviews and verifies reports and data for accuracy in preparation for signature
- Prepares brief routine correspondence
- Research documents
- Responds to internal/external inquiries requiring basic knowledge of a few departmental policies, procedures, and guidelines
- Actively participate in workflow of installs and MACs to ensure proper documentation of services performed
- Tracks and monitors complex departmental budgets
- Compiles, prepares and retrieves data using a PC or mainframe terminal
- Processes non-routine information
- Prepares complex correspondence and reports using word processing and spreadsheet software
- Gathers data and prepares ad hoc reports
- Responds to internal/external inquiries requiring strong understanding of related policies and procedures

Education and/or Experience and Skills

HS Diploma or equivalent. Must have 1 to 2 years of experience in an office environment.

Ability to compose grammatically correct sentences. Advanced knowledge of word processing and spreadsheet software (Word, Excel, Access and PowerPoint). Able to proficiently use e-mail MS Outlook and the Internet.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

IT Service Desk Manager

Summary:

The Help Desk and NOC Manager shall be a full-time employee responsible for directing, coordinating and managing the day-to-day operations of the IT Service Desk (Call Receipt Center). Position is responsible for assuring prompt and courteous response is given to each user's problem and ensuring the optimum network connectivity and performance. Other responsibilities include analysis of problem trends, response time, reports on outstanding open tickets and corresponding reports. The IT Service Desk Manager will take the lead in escalation of problems and updating management.

Essential Duties, Responsibilities and Minimum Competencies

- Identical to or exceeding qualifications shown for IT Service Desk Operator so that Manager can fill in when needed as IT Service Desk Operator
- Plans and directs schedules for employees
- Monitors the staff responsible for the product/program/project from initiation through deliver, interfacing with customer on technical matters
- Excellent verbal and written communications skills
- Excellent interpersonal and professional interaction skills
- Experience creating Reports for management
- Generate, document and distribute network performance statistics
- Provide outage postmortem reports including root cause analysis to senior management for proactive maintenance action
- Define clear guidelines for accomplishing each job task. Monitoring procedures to assure desired results.
- Must be able to resolve conflict. Directions must be clear and concise. Delegate responsibilities while assuring accountability.
- Coordinate efforts of lower-level staff
- Ensure overriding goal (proactively address network problems before they are realized by the User) is achieved

Education and/or Experience and Skills

Should have a bachelor's degree and a minimum of three (3) years management experience related to maintenance of networks and call center operations, or in lieu of a degree, candidate should have six (6) years' experience in managing the day-to- day operations of a telecommunications call center, help desk and network operation center. Must be proficient in MS Office Suite applications for the purpose of communicating analysis, trends, and formal reports. Knowledge in Crystal Reports a plus.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Service Delivery Manager

Summary:

A Service Manager or equivalent level person shall be a full-time employee with day-to-day operational responsibility for the competent performance and fulfillment of the duties and responsibilities of the Contractor under this Agreement, and who is authorized to accept service of all notices provided for herein. Service Manager shall be responsible for engineering, design, documenting, consulting issues, monitoring the day-to-day health of voice, data and video networks, and coordinate troubleshooting and repair of advanced problems.

The Service Manager shall be dedicated totally and solely to the fulfillment of the Contractor's obligations at the Airport pursuant to this Agreement, and shall maintain a primary office within the facilities provided by the County at MIA. The Department shall have the right to require the Contractor to replace the Service Manager.

The Service Manager will ensure that an excellent personal professional relationship is maintained at all levels with those organizations and personnel requiring interaction under the terms of the Agreement.

Essential Duties, Responsibilities and Minimum Competencies

- Define clear guidelines for accomplishing each job function
- Monitor procedures to assure desired results
- Must be able to resolve conflict. Directions must be clear and concise. Delegate responsibilities while assuring accountability
- Must lead by example. Perform the job well to motivate other to increase productivity and take pride in their work
- Control expenses and inventory
- Coordinate efforts of lower-level staff
- Performs research in support of planning and Telecommunications network design criteria
- Advises MOAD regarding the effects of design implementation and changes on overall network operations and efficiencies
- Manage third party support Agreements
- Attend Meetings

Education and/or Experience and Skills

Service Manager candidate should have a bachelor's degree in engineering, Telecommunications, or a related field and a minimum of ten (10) years' experience in the telecommunications and data technical computer field. Additional years of telecommunications and data network field experience may substitute for the required education on a year-for-year basis. In addition, this candidate should have a strong managerial background with proven record and responsibility for a comparably sized, similar operation. Background in computers, computer networks, telecommunications and fiber optic installation is essential.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

SATS Technical Specialist

Summary:

The SATS Technical Specialist (TS) shall be a full-time employee responsible for interfacing between MOAD and SATS users of telephone equipment and the County's common carriers in providing a range of telephone and data services. The TS shall be experienced in interacting with public and privately owned telephone companies, public and private sector executives and dignitaries, technical and non- technical individuals, and will be required to have good public relations and interpersonal skills.

Essential Duties, Responsibilities and Minimum Competencies

- Responsible for recommending and updating SATS Policies, Standards and Procedures
- Meet with users to document requirements
- Coordinate all communications with Users regarding specific business requirements, configuration, expectations and due dates, and other issues relating to SATS orders, installation, maintenance and billing
- Provide post cutover package and review it with customer after cutover (i.e. Trunking, Calling capabilities, etc.)
- Ensure user satisfaction objectives are achieved
- Create and update annual Marketing and Customer Service Plans and tariff schedule for all SATS
- Excellent communication skills (oral and written)
- Work closely with MDAD's Properties, Finance and IS&T Departments
- Work with Telecommunications and Network groups to provide MOAD with the reports required in the Agreement
- Order telco, follow-up on due dates, coordinate with third-party telco coordinators
- TS must be able to interact with customers (users) effectively in a one-on-one and group situation. Personally, and promptly follows through on inquiries and request. Corrects problems promptly. Demonstrates responsiveness
- Plans and controls own routine work on a day-to-day basis to achieve objectives
- Demonstrates punctuality and efficient work habits. Able to manage multiple projects concurrently
- Coordinate efforts of lower-level staff
- Create and maintain standard circuit specifications
- Must be experienced Telco ordering and provisioning
- Must be familiar with LAN/WAN technologies, and recommended line/station ratio
- Must understand contract terms/conditions and contract administration process
- Excellent understanding of installation process and turn-up process
- Excellent oral and written communication skills
- Polished Phone etiquette

Education and/or Experience and Skills

Candidate should have a bachelor's degree in technical functional field preferred. Minimum of 5 years of experience in the following:

1. Telco Provisioning
2. Key Systems
3. Voice Networks, Messaging & Applications
4. Emerging and Enterprise Data Networks
5. Wireless

Additional years of experience may substitute for the required education on a year- for-year basis

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Billing Coordinator

Summary:

Billing Coordinator shall be full time employees responsible for SATS Billing.

Essential Duties, Responsibilities and Minimum Competencies

- SATS billing rates
- Assure accuracy in SATS invoices
- Ensure accuracy of outside provider invoices and eliminate carrier over billing
- Maintain subscriber record maintenance and billing
- Coordination between Local Exchange Carrier and customer, billing, parts requisition, and report generating.

Education and/or Experience and Skills

Candidate should be a High School graduate. Billing Specialist must have a minimum of three years of experience in related environment and one year experience in telecom billing.

Ability to compose grammatically correct sentences. Advanced knowledge of word processing and spreadsheet software (Word, Excel, Access and PowerPoint). Able to proficiently use e-mail MS Outlook and the Internet. Experience with Crystal Reports a plus.

Ability to spot erroneous call records and line overcharges.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Network Engineers, Senior

Summary:

Network Engineer - Senior Level: Shall be full-time employees. Engineers at this level shall be expert technologist who has extensive knowledge of network architectures and design criteria. They shall be experienced in the installation of data communications cabling and equipment. The Senior Level Network Engineer shall have experience utilizing diagnostic tools appropriate for the equipment being tested and materials being installed. All test equipment shall be certified and undergo calibration every year for the systems and circuits being tested.

Senior Level Network Engineers must be proficient with Cisco Routers and Switches, their command structure, configuration, security, configuring both LAN and WAN ports to accept various protocols on the Network, copy and manipulate configuration files, TCP/IP protocols, Ethernet, and backup and disaster recovery.

Essential Duties, Responsibilities and Minimum Competencies

- Interface with IT Service Desk for Device/ Line Monitoring
- The Network technicians shall have strong knowledge, proficiency and hands- on experience in the following areas related to Local and Wide Area Networks:
    1) The following layers of the Open System Interconnect ("OSI") open network architecture
        a) The Physical Layer and equipment such as repeaters
        b) The Data Link and equipment such as bridges
        c) The Network Layer and equipment such as routers
    2) Medium for Ethernet, such as Category 5, Category 6 or higher and fiber optic cables & connectors.
    3) Installation practices of the Physical Media per EIA/TIA 5688, 569, 606, 607, TSB 67 and any other standards as they are published. Solid understanding of BICSI cabling standards
    4) Safety and fire codes such as the National Electrical Code, as they apply to grounding, power, and fire stopping
    5) Communications circuits such as Metro Ethernet, T1, frame relay, ISDN, and ADSL
    6) Designing and troubleshooting router designs from multiple manufacturers such as Cisco, and Marconi Juniper Networks.
    7) Designing and troubleshooting designs of switching products and technology, Solid understanding of cable trays, raceways, patch panels, cable management, fiber optics and connectors
    8) Practical experience on using network analysis tools such as, NetQos, Lancope Stealth Watch, LAN Analyzers, Fluke Optiview, Fluke Etherscope and Wireshark.
    9) Planning design, installation and configuration of LAN/WAN networking technologies, including but not limited to, Ethernet, Fast Ethernet, Frame Relay and Gigabit Ethernet

Education and/or Experience and Skills

Candidate should have a BS in Computer Science, Engineering, Telecommunications or vocational / technical degree in related area and eight (8) years of experience with network equipment in data communications in a large complex environment (multiple platforms, multiple protocols and 1500 + nodes). Additional years of experience may substitute for the required education on a year- for-year basis. Required to have strong troubleshooting skills. Must be experienced in fiber optics installation and termination. Candidate should possess at a minimum, a CCNP Cisco certification, additional certifications such as CCNP wireless, IT Project Management and MCSE are desired.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Network Engineer, Senior (CCIE)

Summary:

Network Engineer - Expert Level: Shall be full-time employee. No option to work from home; on-site only. Engineer at this level shall be expert technologist who has extensive knowledge of network architectures and design criteria. They shall be experienced in the installation of data communications cabling and equipment. The Level V Network Engineer shall have experience utilizing diagnostic tools appropriate for the equipment being tested and materials being installed. All test equipment shall be certified and undergo calibration every year for the systems and circuits being tested. Level V Network Engineer must be an expert in Routers and Switches, their command structure, configuration, security, configuring both LAN and WAN ports to accept various protocols on the Network, copy and manipulate configuration files, TCPIIP protocols, Ethernet, and backup and disaster recovery.

Essential Duties, Responsibilities and Minimum Competencies

- Oversee the interface with IT Service Desk for Device I Line Monitoring
- The Network Engineer shall be an expert and have hands-on experience in the following areas related to Local and Wide Area Networks:
    1) The following layers of the Open System Interconnect ("OSI") open network architecture
        a) The Physical Layer and equipment such as repeaters
        b) The data Link and equipment such as bridges
        c) The Network Layer and equipment such as routers
    2) Medium for Ethernet, such as Category 5, Category 6 or higher and fiber optic cables and connectors
    3) Installation practices of the Physical Media per EIA/TIA 568B, 569, 606, 607, TSB67and any other standards as they are published. Solid understanding of BICSI cabling standards
    4) Safety and fire codes such as the National Electrical Code, as they apply to grounding, power, and fire stopping.
    5) Communications circuits such as T1, frame relay, ISDN, ATM, and ADSL
    6) Designing and troubleshooting router designs from multiple manufactures such as Cisco, Juniper and Marconi
    7) Designing and troubleshooting designs of switching products and technology, Solid understanding of cable trays, raceways, patch panels, cable management, fiber optics and connectors
    8) Extensive experience on using network analysis tools such as protocol analyzers, HP, LAN Analyzer or Network General Sniffer, Fluke
    9) Planning design, installation and configuration of LAN/WAN networking technologies, including but not limited to, Ethernet, Fast Ethernet, Token- Ring, ATM, SONET, Frame Relay and Gigabit Ethernet

Education and/or Experience and Skills

Candidate should have a BS in Computer Science, Engineering, Telecommunications, vocational I technical degree in related area or ten plus (lo+) years of experience with network equipment in data communications in a large complex environment (multiple platforms, multiple protocols and 2500 + nodes). Additional years of experience may substitute for the required education on a year- for-year basis. Required to have strong troubleshooting skills. Candidate must have at a minimum a CISCO CCIE certification with hands on experience on CISCO 6500, 7000, 3500 and 2900 switches series, also CISCO routers such as 2900,3745 and 7200. It is a plus for the candidate to have one or more of the following certificates: MSCE, IT Project Management, CCNP Wireless, and CCIE Wireless

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

IT Service Desk Technicians

Summary:

Network Operation Center (NOC) Technicians shall be a full-time employee responsible for continuously monitor the health of all infrastructure hardware and the Airport's business-critical systems to ensure optimal network connectivity and performance. This position will be a shift position, 12 hours a day, 3 days on, 4 days off, next week 4 days on, 3 days off.

IT Service Desk Technicians will monitor all network status and will interface with Data and Voice engineering, provisioning and technical support to ensure all business-critical systems are operational 24/7.

Essential Duties, Responsibilities and Minimum Competencies

- Coordinate, monitor and direct repairs
- Identify potential problems in circuits, Switches, routers, servers, hardware and applications before end-users are affected
- Identify, isolate and report network outages
- Proactively manage network troubles
- Verify new circuit or service activations and all associated documentation
- Maintain hourly log of ALL IT Service Desk Alarm activity
- Test and maintain performance by manually monitoring for faults and troubles. Receive, recognize and respond to alarms, analyze the condition causing the alarm. Clear Alarm, Dispatch or Escalate within 15 minutes from alarm indication
- Assist field personnel in establishing, locating and repairing voice and data circuit malfunctions such as shorts, opens and unbalanced pairs
- Accept incoming IT Service Desk request for network assistance according to established procedures
- Provide outbound notification of service interruptions to identifies points of contact
- Track, monitor, resolve, and report all open trouble tickets assigned to the IT Service Desk.
- Determine availability and round-trip response time for selected network systems, and trace route information
- Monitor Network Security
- Interfacing with Network Engineering, Provisioning, and Technical Support

Education and/or Experience & Skills

Candidate should be a High School graduate and have a minimum of one (1) year **in each** of the following:

1. Previous IT Service Desk experience
2. Telecommunications industry working in an operations position
3. Working on transport equipment and facilities such as MUX, DS-3, T1
4. Experience supporting a data network

Candidates shall be able to handle stressful situations within time limitations and have excellent verbal and written communications skills and have excellent interpersonal and professional interaction skills.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

IT Service Desk Technicians - Senior Level

Summary:

IT Service Desk Technicians shall be a full-time employee. Technicians shall continuously monitor the health of all infrastructure hardware and the Airport's business-critical systems to ensure optimal network connectivity and performance. This position will be a shift position, 12 hours a day, 3 days on, 4 days off, next week 4 days on, 3 days off.

IT Service Desk Technicians will monitor all network status and will interface with Data and Voice engineering, provisioning and technical support to ensure all business-critical systems are operational 24/7.

Essential Duties, Responsibilities and Minimum Competencies

- Same duties and responsibilities as shown for IT Service Desk Technicians
- Provide on-site monitoring of voice and data network
- Perform testing and troubleshooting of voice and data network
- Manage notification and escalation of network problems
- Support Voice and Data technicians to assist in network or customer trouble resolution
- Consistently work and communicate with other team member to achieve common goals
- Properly documents all events and/or problems, as needed
- Monitoring all MOAD WAN AND LAN and installation from major CLECs, ILECs and IXCs
- Debugging TCP/IP and SNMP
- IP Routing
- Work with Transport Working on transport equipment and facilities such as MUX, DS-3, T1

Education and/or Experience and Skills

Candidate should have an associate's degree / technical degree or HP OpenView Operation Certification plus a minimum of three years **in each** of the following:

1. Previous IT Service Desk experience
2. Telecommunications industry working in an operations position
3. Practical hands-on experience with networking protocols such as TCP/IP and IPX and other protocols such as SNA, SMS, and SNMP
4. Experience supporting a data network

Candidates shall be able to handle stressful situations within time limitations and have excellent verbal and written communications skills and have excellent interpersonal and professional interaction skills.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Purchasing Coordinator

Summary:

Shall be a full-time employee. This position will be responsible for all purchasing and supervision of incoming and outgoing material shipments, warehouse management and inventory control / asset management. The responsibilities will also include the physical tasks involved in the shipping, receiving, storing, and distributing of materials, parts, supplies, and equipment.

Essential Duties, Responsibilities and Minimum Competencies

- Implements parts procurement and inventory processes
- Good problem-solving skills, and verbal and written communication skills
- A positive work attitude, attention to detail.
- Computer based analytical skills. Highly proficient with MS Excel and MS Access
- Extensive experience working with accounting related to purchasing, cost and inventory
- Preparation of reports, Q/C, and inventory analysis and management
- Prepares and maintains records of merchandise shipped
- Unpacks and checks goods received against purchase orders or invoices, maintains records of received goods, rejecting unsatisfactory items when necessary.
- Examines, stocks, and distributes materials in inventory to installation technical staff.
- Stores merchandise received, lifting heavy items and operating a forklift if necessary.

Education and/or Experience and Skills

Candidate should have a BA/ BS Degree with 3 years of experience in Purchasing and Inventory Management and three years in the Telecommunication Industry.

Additional experience may be substituted for the required education on a year-for- year basis or in lieu of a Degree, 5 years of experience in Purchasing and Inventory Management and three years in the Telecommunication industry.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Exhibit D

Irrevocable Standby Letter of Credit or
Performance and Payment Bond
(inserted for Successful Proposer)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

SURETY PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is ____ _____, as Contractor under the contract dated , 20 __, between Principal and Miami-Dade County for the construction of Project: XXXXXXXX BID NO.: XX (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____ _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) $_____ , for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(l), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; provided, however, that any action instituted by such claimant under this paragraph for payment must be in accordance with notice and time limitation provisions in Section 255.05(2), Florida Statutes; and

2. Pays County all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a failure by Principal to make any such payments;

then this bond is void; otherwise it remains in full force.

A claimant shall have a right of action against the Principal and the Surety for the amount due it. Such action shall not involve the County in any expense.

A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that it intends to look to the bond for protection. A claimant who is not in privity with the Principal and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

No action for labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance its right to bring an action under the bond against the surety.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

SURETY PAYMENT BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20___.

(CONTRACTOR)

_____

(Contractor Name)

BY:

_____

(President) (Managing Partner or Joint Venturer)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY: _____

(Copy of Agent's current Identification Card
as issued by State of Florida Insurance Commissioner
must be attached)

BY: _____

Attorney-in-Fact

(CORPORATE SEAL)
(Power of Attorney must be attached)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

SURETY PERFORMANCE BOND

By this Bond, We _____, as Principal, whose principal business address is ____ _____, as Contractor under the contract dated ___ , 20___, between Principal and Miami-Dade County for the construction of Project: XXXXX BID NO.: XX (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within the time period provided in Section 95.11(3)(c), Florida Statutes; and

3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within the time period provided in Section 95.11(3)(c), Florida Statutes;

then this bond is void; otherwise it remains in full force.

Surety specifically assumes liability for any and all delay damages arising from Principal's default of the Contract, as well as all latent defects uncovered in the work of the Principal after final acceptance of the work by the County.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance by the County of the Contract work as are provided for in the Contract by which Principal guarantees to repair or replace any or all work performed or materials and equipment furnished, which were not performed or furnished according to the terms of the Contract. If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(2)(b), Florida Statutes.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

SURETY PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20 _____.

(CONTRACTOR)

_____
(Contractor Name)

BY: _____
(President) (Managing Partner or Joint Venturer)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:_____

(Copy of Agent's current Identification Card
as issued by State of Florida Insurance Commissioner
must be attached)

By: _____
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Exhibit E

Airport Customs Security Area Bond
(inserted for Successful Proposer)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Exhibit F

Preliminary Budget Estimate
(inserted for Successful Proposer)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Form F-2 - Breakdown of Total Proposed Price:

Proposer to fill in blue cells only.

		Base Salary Individual Hourly Rate	Base Salary Individual Yearly Salary	Total Yearly Salary	Payroll Multiplier	Year 1	Year 2	Year 3 Subject to Price Adjustment of 2.5%	Year 4	Year 5 Subject to Price Adjustment of 2.5%	Year 6	Year 7 Subject to Price Adjustment of 2.5%	Year 8	Year 9 Subject to Price Adjustment of 2.5%	Year 10
1.0 On-Site Management Maintenance and Operations Staff															
Service Delivery Manager	1	$78.38	$163,026.60	$163,026.60	1.87	$304,859.74	$304,859.74	$312,481.24	$312,481.24	$320,293.27	$320,293.27	$328,300.60	$328,300.60	$336,508.11	$336,508.11
Operations Administrative Manager	1	$40.24	$83,697.90	$83,697.90	1.87	$156,515.07	$156,515.07	$160,427.95	$160,427.95	$164,438.65	$164,438.65	$168,549.61	$168,549.61	$172,763.36	$172,763.36
Administrative Coordinator	1	$29.19	$60,713.00	$60,713.00	1.87	$113,533.31	$113,533.31	$116,371.64	$116,371.64	$119,280.93	$119,280.93	$122,262.96	$122,262.96	$125,319.53	$125,319.53
Billing Coordinator	1	$29.19	$60,713.00	$60,713.00	1.87	$113,533.31	$113,533.31	$116,371.64	$116,371.64	$119,280.93	$119,280.93	$122,262.96	$122,262.96	$125,319.53	$125,319.53
Purchasing Coordinator	1	$29.19	$60,713.00	$60,713.00	1.87	$113,533.31	$113,533.31	$116,371.64	$116,371.64	$119,280.93	$119,280.93	$122,262.96	$122,262.96	$125,319.53	$125,319.53
SATS Technical Specialist	1	$38.51	$80,103.10	$80,103.10	1.87	$149,792.80	$149,792.80	$153,537.62	$153,537.62	$157,376.06	$157,376.06	$161,310.46	$161,310.46	$165,343.22	$165,343.22
Engineering Services Manager	1	$69.58	$144,721.20	$144,721.20	1.87	$270,628.64	$270,628.64	$277,394.36	$277,394.36	$284,329.22	$284,329.22	$291,437.45	$291,437.45	$298,723.39	$298,723.39
Telecommunications Engineer, Sr	1	$49.09	$102,109.00	$102,109.00	1.87	$190,943.83	$190,943.83	$195,717.43	$195,717.43	$200,610.36	$200,610.36	$205,625.62	$205,625.62	$210,766.26	$210,766.26
Telecommunications Engineer	3	$49.34	$102,634.80	$307,904.40	1.87	$575,781.23	$575,781.23	$590,175.76	$590,175.76	$604,930.15	$604,930.15	$620,053.41	$620,053.41	$635,554.74	$635,554.74
Telecommunications Engineer, RF	0	$0.00	$0.00	$0.00	1.87	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
System Administrator	2	$55.52	$115,479.00	$230,958.00	1.87	$431,891.46	$431,891.46	$442,688.75	$442,688.75	$453,755.97	$453,755.97	$465,099.86	$465,099.86	$476,727.36	$476,727.36
Network Engineer, Sr - CCIE	1	$81.62	$169,779.75	$169,779.75	1.87	$317,488.13	$317,488.13	$325,425.34	$325,425.34	$333,560.97	$333,560.97	$341,899.99	$341,899.99	$350,447.49	$350,447.49
Network Engineer, Sr	2	$62.95	$130,943.40	$261,886.80	1.87	$489,728.32	$489,728.32	$501,971.52	$501,971.52	$514,520.81	$514,520.81	$527,383.83	$527,383.83	$540,568.43	$540,568.43
Network Engineer	4	$53.03	$110,302.26	$441,209.04	1.87	$825,060.90	$825,060.90	$845,687.42	$845,687.42	$866,829.61	$866,829.61	$888,500.35	$888,500.35	$910,712.85	$910,712.85
Network Engineer, Jr	2	$38.46	$80,000.00	$160,000.00	1.87	$299,200.00	$299,200.00	$306,680.00	$306,680.00	$314,347.00	$314,347.00	$322,205.68	$322,205.68	$330,260.82	$330,260.82
Support Services Manager	1	$65.18	$135,582.48	$135,582.48	1.87	$253,539.24	$253,539.24	$259,877.72	$259,877.72	$266,374.66	$266,374.66	$273,034.03	$273,034.03	$279,859.88	$279,859.88
Telecom Support Technician, Sr	1	$36.75	$76,440.00	$76,440.00	1.87	$142,942.80	$142,942.80	$146,516.37	$146,516.37	$150,179.28	$150,179.28	$153,933.76	$153,933.76	$157,782.11	$157,782.11
Telecom Support Technician	8	$29.49	$61,342.09	$490,736.69	1.87	$917,677.61	$917,677.61	$940,619.55	$940,619.55	$964,135.04	$964,135.04	$988,238.42	$988,238.42	$1,012,944.38	$1,012,944.38
Project Manager (PMO) Lead	1	$75.72	$157,500.00	$157,500.00	1.87	$294,525.00	$294,525.00	$301,888.13	$301,888.13	$309,435.33	$309,435.33	$317,171.21	$317,171.21	$325,100.49	$325,100.49
Project Manager	1	$63.81	$132,734.16	$132,734.16	1.87	$248,212.88	$248,212.88	$254,418.20	$254,418.20	$260,778.66	$260,778.66	$267,298.12	$267,298.12	$273,980.58	$273,980.58
Project Coordinator	3	$41.22	$85,743.21	$257,229.62	1.87	$481,019.39	$481,019.39	$493,044.87	$493,044.87	$505,371.00	$505,371.00	$518,005.27	$518,005.27	$530,955.40	$530,955.40
BIM Operator	1	$32.75	$68,115.60	$68,115.60	1.87	$127,376.17	$127,376.17	$130,560.58	$130,560.58	$133,824.59	$133,824.59	$137,170.21	$137,170.21	$140,599.46	$140,599.46
IT Service Desk Manager	1	$47.18	$98,139.00	$98,139.00	1.87	$183,519.93	$183,519.93	$188,107.93	$188,107.93	$192,810.63	$192,810.63	$197,630.89	$197,630.89	$202,571.66	$202,571.66
IT Service Desk Technician, Sr	2	$27.54	$57,290.98	$114,581.95	1.87	$214,268.25	$214,268.25	$219,624.95	$219,624.95	$225,115.58	$225,115.58	$230,743.47	$230,743.47	$236,512.05	$236,512.05
IT Service Desk Technician	11	$23.28	$48,415.58	$532,571.43	1.87	$995,908.57	$995,908.57	$1,020,806.29	$1,020,806.29	$1,046,326.45	$1,046,326.45	$1,072,484.61	$1,072,484.61	$1,099,296.72	$1,099,296.72
Total Staff (Per recommended staffing)	52														

	Average Base Salary Hourly Rate	Payroll Multiplier	OT Mult.	Average Billing Rate										
2.0 After Normal On-Site Work Hours Rates														
	$45.89	1.87	1.5	$128.72	$128,719.24	$128,719.24	$131,937.22	$131,937.22	$135,235.66	$135,235.66	$138,616.55	$138,616.55	$142,081.96	$142,081.96
(Estimated hours per year using the Monday through Sunday rate)	1000													

	Estimate	% Markup												
3.0 Project Management of Subcontracts	$2,033,000	7.00%			$142,310.00	$142,310.00	$145,867.75	$145,867.75	$149,514.44	$149,514.44	$153,252.30	$153,252.30	$153,252.30	$153,252.30
(Estimated contracts per year)					$2,033,000.00	$2,033,000.00	$2,083,825.00	$2,083,825.00	$2,135,920.63	$2,135,920.63	$2,189,318.64	$2,189,318.64	$2,189,318.64	$2,189,318.64
(Individual subcontracts greater than $100,000, markup shall not exceed 10%)														

	Estimate	% Markup												
4.0 Obligations with Vendors	$527,547	7.00%			$36,928.29	$36,928.29	$37,851.50	$37,851.50	$38,797.78	$38,797.78	$39,767.73	$39,767.73	$39,767.73	$39,767.73
(Estimated contracts per year)					$527,547.00	$527,547.00	$540,735.68	$540,735.68	$554,254.07	$554,254.07	$568,110.42	$568,110.42	$568,110.42	$568,110.42
(All third party Maintenance Agreements, markup shall not exceed 10%)														

	Estimate	% Markup												
5.0 New Materials and Equipment Purchased	$839,700	7.00%			$58,779.00	$58,779.00	$60,248.48	$60,248.48	$61,754.69	$61,754.69	$63,298.55	$63,298.55	$63,298.55	$63,298.55
(Estimated purchases per year)					$839,700.00	$839,700.00	$860,692.50	$860,692.50	$882,209.81	$882,209.81	$904,265.06	$904,265.06	$904,265.06	$904,265.06
(Markup shall not exceed 10%)														

6.0 Yearly Sub Totals					$11,978,463.42	$11,978,463.42	$12,277,925.01	$12,277,925.01	$12,584,873.13	$12,584,873.13	$12,899,494.96	$12,899,494.96	$13,124,032.02	$13,124,032.02
7.0 Ten Year Sub Total														$125,729,577
8.0 Contingency at 10% (Additional Work, etc.)														$12,572,958
9.0 Total Proposed Price Per Year					$13,176,309.77	$13,176,309.77	$13,505,717.51	$13,505,717.51	$13,843,360.45	$13,843,360.45	$14,189,444.46	$14,189,444.46	$14,436,435.22	$14,436,435.22
10.0 Ten-Year Total														**$138,302,535**

FOR EVALUATION PURPOSES ONLY. ACTUALS MAY VARY.

After completing all blue cells, enter this total on Form F-1

MDC183

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Exhibit G

Inventory List: MDAD Fixed Assets
(will be provided post award)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Exhibit H

Existing Operations/Engineering Space
(will be provided post award)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Exhibit I

Community Workforce Program (CWP)
Implementing Order 3-37

https://documents.miamidade.gov/ao-io/IO/IO-03-37.pdf

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Exhibit J

First Source Hiring Referral Program

Implementing Order 3-58

https://documents.miamidade.gov/
ao-io/IO/IO-03-58.pdf

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Exhibit K

Executed Affidavits and Certificate of Insurance
(inserted for Successful Proposer)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Contractor Due Diligence Affidavit

In accordance with Miami-Dade County (County) Resolution No. 63-14, proposed vendors and contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars ($1,000,000) or that otherwise must be presented to the Board of County Commissioners for approval:

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances; and,

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All the above information shall be attached to the executed Contractor Diligence Affidavit *(this Affidavit)* and submitted to the procurement professional overseeing the acquisition process. The vendor/contractor attests to providing all the above information, as applicable, to the County.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it and the information provided (hereto) are true, accurate, and complete.

Signature of Authorized Representative (Principal): Jim Cassibo

Printed Name of Authorized Representative (Principal): NORSTAN COMMUNICATIONS INC

Title: VP & Treasurer Date: 8/7/2025

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

NORSTAN COMMUNICATIONS INC does not meet any of the criteria set forth in Paragraphs 2 (a) ?(c) of Section 287.138, F.S.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and
that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:	NORSTAN COMMUNICATIONS INC
Title of Contractor's Authorized Representative:	Jim Cassibo
Signature of Contractor's Authorized Representative:	Jim Cassibo
Date:	8/7/2025

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

NORSTAN COMMUNICATIONS INC does not use coercion for labor or services as defined in Section 787.06, F.S.

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Jim Cassibo

Title of Contractor's Authorized Representative: VP & Treasurer

Signature of Contractor's Authorized Representative: Jim Cassibo

Date: 8/7/2025

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

NON-COLLUSION AFFIDAVIT

(In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County)

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit *(this Affidavit)* and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

☒ is **not related** to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

☐ is **related** to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

Note: Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. **Related parties** shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Solicitation No.: EVN0003378 Solicitation Title: Telecommunications and Network Management Services

By: Signed by: Jim Cassibo D13BDE7BAB1148C... Signature of Affiant

Date: 10/31/2025 20__

Jim Cassibo, Vice President & Treasurer
Printed Name of Affiant and Title

41-1231011
Federal Employer Identification Number

Norstan Communications Inc, dba Black Box Network Services
Printed Name of Bidder/Proposer

8210 Court House Blvd, Suite 200, Inver Grove Heights, MN 55077
Address of Bidder/Proposer

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

Exhibit A

Below listed are all other parties (legal entity) bidding/proposing in referenced competitive solicitation

Solicitation No. EVN0003378
Solicitation Title: Telecommunications and Network Management Services

AMTechnology LLC DBA AM Security Technology LLC
Comcast Business Communications, LLC
Live Fiber Communication Corp.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

FORMS

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

CONTRACTOR'S GUARANTEE

STATE OF FLORIDA)
ss
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared

_____

who, being duly sworn, deposes and says as follows:

That he is the duly authorized representative of

_____

(Name of Contractor)

being its _____

(Partner) (President) or (other Officer)

and as such has full authority to execute this Contractor's Guarantee.

That the said Contractor has performed certain work for the Owner, under Contract No. _____, Entitled _____ which said Project has now been completed by the Contractor in its entirety.

That in consideration of the partial payments heretofore made by the Owner to the Contractor, and in consideration of the final payment yet to be made, the Contractor does hereby warrant to the Owner that all labor, work, materials and equipment furnished, supplied and performed under said Contract, are in strict accordance with the Contract Documents.

That should any defects develop in the work, during the guarantee periods as required by the Contract Documents, all from the date of final acceptance by the Owner, due to improper materials, workmanship or arrangement, or defective machinery and equipment, the Contractor warrants and covenants that the defects shall be made good by the Contractor, at the time specified by the Owner and that any other work affected in correcting such defects shall also be made good, all at the Contractor's sole cost and expense.

CONTRACTOR:

_____

Name of Contractor

By: _____

(Signature of Authorized Representative)

_____

(Title)

_____

(Date)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

CONTRACTOR'S GUARANTEE (Cont'd)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____day of _____20 __,

by _____,
(Authorized Representative)

of _____, who is personally known to me or who
(Corporation, Partnership, etc.)

has produced _____as identification and who did/did not take an oath.

_____
(Signature of Notary)

_____
(Print Name) (*Notary Stamp or Seal)*

Notary Commission Number: _____

My Commission Expires: _____

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

SUBCONTRACTOR'S GUARANTEE

STATE OF FLORIDA)
ss
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared

_____

Who, being duly sworn, deposes and says as follows:

That he is the duly authorized representative of :

_____
(Name of Subcontractor)

being its_____
(Owner) (Partner) (President) or (other Officer)
and as such has full authority to execute this Subcontractor's Guarantee.

That the said Subcontractor has performed certain work for _____ the General Contractor for the Owner, under Contract No. _____ which said work has now been completed by the Subcontractor in its entirety.

That in consideration of the partial payments heretofore made by the Contractor to the Subcontractor, and in consideration of the final payment yet to be made, the Subcontractor does hereby warrant to the Contractor that all labor, work, materials and equipment furnished, supplied and performed under the said Subcontract, by this Subcontractor, are in strict accordance with the Contract Documents.

That should any defects develop in the work during the guarantee periods as required by the Contract Documents, all from the date of final acceptance by the Owner, due to improper materials, workmanship or arrangement, or defective machinery and equipment, the Subcontractor warrants and covenants that promptly upon notice from the Contractor, the defects shall be made good by the Subcontractor at the time specified by the Contractor, and that any other work affected in correcting such defects shall also be made good, all at the Subcontractor's sole cost and expense.

SUBCONTRACTOR:

_____
Name of Subcontractor

By: _____
(Signature of Authorized Representative)

_____
(Title)

_____
(Date)

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

SUBCONTRACTOR'S GUARANTEE (Cont'd)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20 __ by

_____,
(Authorized Representative)

of _____,
(Corporation, Partnership, etc.)

who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____
(Signature of Notary)

_____
(Print Name) (*Notary Stamp or Seal)*

Notary Commission Number: _____

My Commission Expires: _____

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

CONTRACTOR'S AFFIDAVIT AND RELEASE OF CLAIM
FOR PAY APPLICATION FOR PAYMENT NO. ___

STATE OF_____

COUNTY OF _____

Before me, the undersigned authority, personally appeared the AFFIANT,_____

who being duly sworn, deposes and says as follows:

That they are the duly authorized representative of

_____
(Name of Contractor)

being its _____
(Partner) (President or other Officer)

and as such has full authority to make this affidavit and to give this Release of Claim.

That the said Contractor has completed certain work for the Owner, under its Contract No. _____dated _____, for which the Contractor has requested partial payment. This Application for Payment is for $_____, and of the said amount, the Contractor has heretofore received the sum of $_____, under prior Pay Application No. ___ leaving a balance of $_____, now due and payable.

That the said Contractor hereby covenants that the claims of all persons supplying labor, materials and supplies, used directly or indirectly in the prosecution of the work covered by the aforesaid prior Application for Payment No. ____, have been paid in full,

That the said Contractor hereby releases the Owner from any and all claims of any nature arising out of the performance of the aforesaid certain work described in prior Pay Application No.____, and hereby accepts the aforesaid Amount in lieu of those claims.

CONTRACTOR:

_____
Name of Contractor

By _____
Signature of Authorized Representative)

_____
(Title) (Date)

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CONTRACTOR'S AFFIDAVIT AND RELEASE OF CLAIM
FOR PAY APPLICATION FOR PAYMENT NO. (Cont'd)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____day of _____ 20__, by

_____
(Authorized Representative)

of _____,
(Corporation, Partnership, etc.)

who is personally known to me or who has produced _____

as identification and who did/did not take an oath.

_____
(Signature of Notary)

_____
(Print Name) (*Notary Stamp or Seal)*

Notary Commission Number: _____

My Commission Expires: _____

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CONTRACTOR'S AFFIDAVIT AND RELEASE OF ALL CLAIMS

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared the AFFIANT,

_____

who being duly sworn, deposes and says as follows:

That they are the duly authorized representative of:

_____

(Name of Contractor)

being its _____

(Partner) (President or other Officer)

and as such has full authority to make this affidavit and to give this Release of All Claims.

That the said Contractor has completed certain work for the Owner, under its Contract No. _____, dated _____, for which the Contractor has requested payment in full. The Final Contract Amount is $_____, and of the said amount, the Contractor has heretofore received the sum of $_____, leaving a retained balance of $_____, now due and payable.

That the said Contractor hereby covenants that the claims of all persons supplying labor, materials and supplies, used directly or indirectly in the prosecution of the work covered by the aforesaid Contract, have been paid in full, except for the sum of $_____, which shall be paid in full from the aforesaid retained balance due the Contractor.

That the said Contractor hereby releases the Owner from any and all claims of any nature arising out of the performance of the aforesaid Contract, and hereby accepts the aforesaid Final Contract Amount in lieu thereof.

That the said Contractor hereby covenants that payment by the Owner of the Final Contract Amount in no way releases the Contractor from its continuing obligations under the Performance and Payment Bond heretofore posted with the Owner, and the Surety on said Bond hereby consents to the payment by the Owner of the retained funds.

CONTRACTOR:

_____

Name of Contractor

By _____

(Signature of Authorized Representative)

_____

(Title)

_____

(Date)

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CONTRACTOR'S AFFIDAVIT AND RELEASE OF ALL CLAIMS (Cont'd)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____day of _____ 20___, by

_____
(Authorized Representative)

of _____,
(Corporation, Partnership, etc.)

who is personally known to me or who has produced _____

as identification and who did/did not take an oath.

_____
(Signature of Notary)

_____
(Print Name) (*Notary Stamp or Seal)*

Notary Commission Number: _____

My Commission Expires: _____

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

SUBCONTRACTOR'S AFFIDAVIT IN COMPLIANCE WITH SECTION NO. 10-35, MIAMI-DADE COUNTY CODE

NOTE: The Prime Contractor shall attach this statement, completed by each First Tier Subcontractor whose work appears on the prior requisition for payment, and by each direct supplier to the Prime Contractor who has furnished materials directly to the Prime Contractor which materials were included in the prior requisition for payment.

Project Name: _____ Project Number: _____
Dated: _____
Name - General Contractor_____
Name - Subcontractor/Supplier _____
Signature of Authorized Representative of Subcontractor/Supplier:

_____

Title: _____ Date: _____

This Affidavit is an attachment to the Prime Contractor's Pay Requisition No. _____
Total Subcontract/Supplier Amount $ _____.
Amount of work done by Subcontractor/Supplier under this pay requisition is $ _____.

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____day of _____ 20___, by

_____
(Authorized Representative)

of _____,
(Corporation, Partnership, etc.)

who is personally known to me or who has produced _____
as identification and who did/did not take an oath, deposes and says that pursuant to the provisions of the Contract for said project, all money due under prior requisitions for payment have been paid by _____, the Prime (General) Contractor.

_____
(Signature of Notary)

_____
(Print Name) (*Notary Stamp or Seal)*

Notary Commission Number: _____

My Commission Expires: _____

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

RELEASES OF CLAIM BY SUBCONTRACTORS REQUIRED

Section 10-35, Miami-Dade County Code

Before any prime contractor can receive any draw, except the first draw, for moneys due it as a result of a percentage of the work completed, it must pay all first-tier subcontractors and all direct suppliers of the prime contractor who have performed any work or supplied any materials directly to the prime contractor for the project as of that date their proportionate share of all previous draws and must provide the Owner's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all first-tier subcontractors and direct suppliers to the prime contractor who have performed any work or supplied any materials for the project as of that date, stating that said subcontractors and suppliers have been paid their proportionate share of all previous draws. In the event such affidavits cannot be furnished, the contractor may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers, and the amounts for which the statement of satisfaction cannot be furnished. The Contractor's failure to provide a consent of surety to requisition payment will result in the amount in dispute being withheld until (1) the statement of satisfaction is furnished, or (2) consent of surety to requisition payment is furnished.

(Ord. No. 78-23, 4-4-78; Ord. No. 84-11, 2-7-84; Ord. No. 86-6, 2-4-86; Ord. No. 88-13, 3-1-88)

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Consent of Surety to Pay Application for Payment

PROJECT NAME:_____ PROJECT NO.:_____

CONTRACTOR:_____

A/E CONSULTANT:_____

Attachment to Requisition No. _____dated ____ in the amount of $_____

TO: MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

The Surety Company, _____
(insert full name or legal title and address of Surety)

on the Bond of the Contractor listed above, hereby approves this payment to the Contractor. Said payment shall not relieve the Surety Company of any of its obligations to Miami-Dade County, including the Security from any and all liens, claims, or demands whatsoever that may now exist or be made in the future by any Subcontractor or material suppliers against this project and Contract.

This Consent of Surety recognizes that claims have been made by the following Subcontractors and material suppliers against the Contract in the amounts listed below:

(Subcontractor/material supplier name and telephone number)	(amount of claim)
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____

( ) attached find additional listed names/amounts on pages 2 thru _____

The Surety recognizes that releases of lien or releases and assignment of claim have not been requested or received from all the Subcontractors and material suppliers for this facility.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this _____ day of _____, 20_____.

Attest:
Witnesses:

_____ Surety: _____
Signature of Authorized Representative

_____ Title: _____

(Seal)

Attachment: Surety Power of Attorney

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MIAMI-DADE COUNTY
SUBCONTRACTORS PAYMENT REPORT
(Ordinance 11-90

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), any entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (*). Attach statements explaining discrepancies when applicable.

PRIME CONTRACTOR/VENDOR: _____

FEIN: _____

PROJECT/CONTRACT NAME: _____

PROJECT/CONTRACT NUMBER: _____

CONTRACT AWARD DATE: _____

CONTRACT AWARD AMOUNT: _____

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

COMPLETED FORM SHOULD BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE CONTRACTING/USER DEPARTMENT.

_____ _____ _____

Signature **Print Name and Title** **Date**

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BIDDER'S AFFIDAVIT IN COMPLIANCE WITH
FLORIDA TRENCH SAFETY ACT (SECTION 553.60-553.64, FLORIDA STATUTES)

1. By submission of his bid and subsequent execution of this Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA Trench Safety Standards contained in 29 C.F.R., s. 1926, 650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

2. The undersigned Bidder certifies that as successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

3. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid, and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes). The bidder further identifies the costs to be summarized below*:

	Trench Safety Measure (Description)	**Units of Measure (LF, SY, etc.)**	**Unit Quantity**	**Unit Cost**	**Extended Cost**
A.					$
B.					$
C.					$
D.					$
E.					$

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MIAMI-DADE COUNTY JOB CLEARINGHOUSE (JCH)
PROCEDURES FOR PLACING JOB OPPORTUNITIES
IN ACCORDANCE WITH RESOLUTIONS NO. R-937-98 AND R-1145-99

https://www.miamidade.gov/global/service.page?
Mduid_service=ser1556651947250923

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Date Received_____ Time Received_____

UNDERGROUND UTILITIES CLEARANCE

PURPOSE

To provide direction on obtaining clearance to perform excavations/underground work on MDAD facilities.

INSTRUCTION

1. When there is a need to excavate, trench, drill, or perform any underground job six inches or more below the ground surface, the Contractor must obtain clearance from local utilities and authorization from the MDAD Utilities Coordinator. To document this process, an Underground Utilities Clearance Sign-Off Sheet (available from the MDAD Utilities Coordinator) must be completed.

2. The Contractor must clearly mark the proposed excavation site prior to initiating the notification process.

3. At least forty-eight hours prior to the excavation, the Contractor must contact Sunshine State One Call of Florida at 800-432-4770 (or 800-638-4097). The Contractor must provide the following information:
    - Location of excavation
    - Type of excavation
    - Dimensions of excavation (including depth)
    - Start date and duration of excavation
    - Contractor data

4. Sunshine State One Call will:
    - Assign a Location Request Ticket Number to the work.
    - Issue a Location Request Ticket which the Contractor must retain and post at the excavation site. The ticket is good for fourteen (14) calendar days.
    - Notify member agencies/utilities of the scheduled excavation.

5. Agencies/utilities notified by Sunshine State One Call that have underground lines, tanks, or other equipment in the affected area shall meet with the Contractor to discuss the excavation or simply mark the location of their underground equipment.

6. The Contractor shall complete the top part of a Utilities Clearance Sign-Off Sheet, providing the Project Name and Number, and the work site/location. The Contractor shall attach drawings and maps indicating the proposed work.

7. The Contractor must obtain signatures on the sign-off sheet from the following agencies:
    - Florida Power and Light Locator Service (MIA only)
    - Federal Aviation Administration
    - MDAD Telecommunications (MIA only)
    - Blackbox-Communication (MIA only)
    - MDAD Irrigation

8. The completed form must be faxed to the MDAD Utilities Coordinator (fax number on form). Drawings and maps of the proposed excavation area must be submitted to the Utilities Coordinator with the hard copy of the form.

Docusign Envelope ID: FFC95549-8B33-439F-8C87-99741B10A03E

9. The MDAD Utilities Coordinator shall:
    - Review the clearance sheet and attachments.
    - Meet with the Contractor, as necessary, to discuss the excavation
    - Perform a site inspection, if required, no more than two days before the excavation is to commence.
    - Sign and date the clearance sheet, providing additional direction in the comments section as needed.
    - Fax the signed clearance sheet to the Contractor.
    - Meet the Contractor and person who will be doing/superintending the excavation at the site for a site review. Utilities Coordinator will indicate areas where excavation must be performed with a hand shovel.

10. Clearances are good for fourteen (14) calendar days.

ASSOCIATED FORM

1.	Appendix to Technical Specification 01100, Existing Utilities	Underground Utilities Clearance Sign-Off Sheet

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SECTION 01120

HOT WORK OPERATIONS

* * * *

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MIAMI-DADE AVIATION DEPARTMENT

CONTROL No._____

HOT WORK PERMIT

A Hot Work Permit is required for any operation that involves open flames or produces heat and/or sparks.
This includes, but is not limited to, Brazing, Cutting, Grinding, Flame-Soldering, Pipe Thawing, Torch-Applied Roofing, and Welding.

PROJECT NAME: _____ PROJECT No: _____

MDAD WORK ORDER No: _____ CONTRACTOR JOB No: _____ DATE WORK TO BE DONE: _____

PERFORMING CONTRACTOR: _____ ☐ GC ☐ SUB PHONE No: _____

WORK TO BE DONE BY: EMPLOYEE: _____ SUPERVISOR: _____ FIRE WATCH: _____

HOT WORK is to be performed at one location per permit.

FACILITY, BUILDING, and FLOOR _____

NATURE OF JOB: _____

SPECIAL PRECAUTIONS: _____

REQUIRED PRECAUTIONS CHECKLIST

General Contractor or designee to verify that each precaution has been taken or to indicate that it is Not Applicable (NA).

- ☐ Available sprinklers, hose streams, and extinguishers are in service/operable.
- ☐ Hot Work equipment is in good repair.
- ☐ Entrances to work area have been posted with NO SMOKING signs.
- ☐ No welding or open flames within 100 feet of aircraft or a flammable spill.
- ☐ Work area enclosed to contain sparks and prevent vision flash burn.
- ☐ Ventilation is adequate to remove smoke/vapor from work area.

Requirements within fifty feet (fifteen meters) of work:

- ☐ Flammable liquids, dust, lint, and oily deposits have been removed.
- ☐ Explosive atmosphere in area has been eliminated.
- ☐ Floors have been cleaned of debris.
- ☐ Combustible floors have been wet down, covered with damp sand, or covered with fire-resistive sheets.
- ☐ Other combustibles have been removed, where possible, or protected with fire-resistive tarpaulins or metal shields.
- ☐ All wall and floor openings have been covered.
- ☐ Fire-resistive tarpaulins have been spread beneath work to collect sparks.

For work on walls or ceilings:

- ☐ Construction is noncombustible and without combustible covering or insulation.
- ☐ Combustible materials or items on other side of walls have been moved away.
- ☐ When welding, cutting, or heating is performed on walls, floors, or ceiling, since direct penetration of sparks or heat transfer may introduce a fire hazard to an adjacent area, the same precautions shall be taken on the opposite side as are taken on the side on which the work is being performed.

For work on enclosed equipment (tanks, ducts, etc.):

- ☐ Enclosed equipment has been cleaned of all combustibles.
- ☐ Containers have been purged of flammable liquids/vapors.

Fire Watch / Hot Work area monitoring:

- ☐ Fire Watch will be provided during and for thirty minutes after work, including any coffee or meal breaks.
- ☐ Fire Watch is supplied with suitable extinguishers/a charged small hose.
- ☐ Fire Watch is trained in use of this equipment and in sounding alarm.

I VERIFY that the above named location has been examined, that the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and I request authorization to perform this work.

SIGNED _____

Printed Name _____ Date _____

General Contractor Firm _____ Phone Number _____

AUTHORIZATION:

SIGNED _____

Printed Name _____ Date _____

A/E Consultant/CIS Firm Name _____ Phone Number _____

WORK PERFORMED:

START: _____ **END:** _____

PERMIT EXPIRES (Good for one day only):

DATE: _____ **TIME:** _____

FINAL CHECK:

The work area and all adjacent areas to which sparks and heat might be spread were inspected during the fire watch period and for at least thirty minutes after the work was completed and no fie conditions were found.

SIGNED _____

Fire Watch _____ Date _____

Printed Name: _____

NOTIFICATION:

- **Post a copy of approved Permit at the Hot Work site.**
- **Fax a copy of approved permit to:**
  1. **Airside Ops (General Aviation Center) at (305) 869-5858.**
  2. **Risk Management at (305) 876-7162.**
  3. **Life Safety Bureau at (305) 869-1589.**
  4. **Maintenance at (305) 869-1633.**
     On weekends and after hours use (305) 876-0193.
- **A/E Field Rep to log and file copy signed by Fire Watch.**

IN CASE OF FIRE - - - CALL (305) 876-7070