

Memorandum



Date: July 8, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Agenda Item No. 8(F)(4)

Resolution No. R-632-20

Subject: Recommendation for Approval to Award a Legacy Contract for Common Use Terminal Equipment and Common Use Passenger Processing System Support and Maintenance Services at Miami International Airport

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this recommendation to award of Legacy Contract No. L-10047, *Common Use Terminal Equipment and Common Use Passenger Processing System Support and Maintenance Services at Miami International Airport* to SITA Information Networking Computing USA, Inc. for Miami-Dade Aviation Department (MDAD). This new contract will replace the Operations and Maintenance Agreement for the Common Use Terminal Equipment (CUTE) and the Common Use Passenger Processing System (CUPPS), Project I113C, for the Miami-Dade Aviation Department, which was approved by the Board as a legacy contract on March 5, 2013 for a term of seven years through Resolution No. R-150-13.

The CUTE and CUPPS platform is a state-of-the-art system that allows check-in counters and terminal gates to be universal in their function. The system ensures a stable and reliable operations environment through the integration of other systems at MIA including each airline's proprietary reservation and departure systems, which are critical in maintaining on-time, efficient operations. The CUTE and CUPPS System includes hardware components and software that enhance the customer experience for passengers traveling through MIA such as self-service kiosks, local departure control systems, and bag messaging. These features make the CUTE and CUPPS System the preferred standard by the airlines as it allows airlines to operate their proprietary systems seamlessly and reliably at MIA. It is important to note that the services provided by the CUTE and CUPPS System are fully paid for by the airlines.

The CUTE System was originally procured in 2002 through the County's Invitation to Bid process and a contract was awarded via Resolution No. R-1189-02 to the lowest responsive, responsible bidder, SITA Information Networking Computing USA, Inc. (SITA) with a term of four years and a one two-year renewal option. Because of the proprietary nature of the hardware and software a legacy agreement was awarded to SITA in 2008 through Resolution No. R-614-08. The existing contract, which expires in September 2020, provides for the continuation of support and maintenance services at MIA.

While there was available competition in 2002, the industry and the systems chosen by the airlines have dramatically reduced. Airline consolidations and Code-Share agreements have forced the industry into a limited number of systems. Replacement cost alone to the airport would be in excess of \$40 million and would also require the airlines to change their systems at a substantial cost. These costs would be in addition to the actual services contract amount. Based on the research and analysis, a change to another system would not prove beneficial as the airlines would not support the additional financial burden and the systems are not fully compatible. Accordingly, it is in the County's best interest to award this legacy contract pursuant to Section 2-8.1(b)(2), of the County Code.

The purpose of Legacy Contract No. L-10047 is to provide maintenance services and original equipment manufacturer parts (OEM) for the CUTE and CUPPS System inclusive of licensed software protected under copyright law. Much of the software in the CUTE and CUPPS System is proprietary and the system performance is based on customized hardware and software components that have been integrated for reliability and maintainability purposes. This new contract is needed to provide uninterrupted operation and maintenance services 24-hours a day, seven days a week throughout MIA.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the seven-year term is \$40,732,011.94. The current contract, Project No. I113C, is valued at \$39,926,011.07 for a seven-year and six-month term and expires on September 22, 2020. The cost difference for the new contract is attributed to software upgrades and hardware replacements that will occur during the new term.

Department	Allocation	Funding Source	Contract Manager
Aviation	\$40,732,011.94	Operating Budget	Sylvia Novela
Total:	\$40,732,011.94		

Track Record/Monitor

Basia M. Pruna of the Internal Services Department is the Strategic Procurement Division Assistant Director.

Delegated Authority

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

Vendor Recommended for Award

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
SITA Information Networking Computing USA, Inc	3100 Cumberland Boulevard Atlanta, GA	None	15	Diana Einterz
			3%	

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

Due Diligence

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

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- A 15% Small Business Enterprise Goods & Services Subcontractor Goal applies.
- Local Preference and Living Wage does not apply.



Jack Osterholt
Deputy Mayor



MEMORANDUM (Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 8, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(4)

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 ____, 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) ____, or 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(F)(4)
7-8-20

RESOLUTION NO. R-632-20

RESOLUTION AUTHORIZING AWARD OF A LEGACY CONTRACT FOR COMMON USE TERMINAL EQUIPMENT AND COMMON USE PASSENGER PROCESSING SYSTEMS SUPPORT AND MAINTENANCE SERVICES AT MIAMI INTERNATIONAL AIRPORT FOR THE MIAMI-DADE AVIATION DEPARTMENT, CONTRACT NO. L-10047, TO SITA INFORMATION NETWORKING COMPUTING USA, INC. FOR A SEVEN-YEAR TERM IN A TOTAL AMOUNT NOT TO EXCEED \$40,732,011.94 AND APPROVING TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATIONS OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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

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

Section 1. This Board authorizes award of a legacy contract pursuant to Section 2-8.1(b)(2) of the County Code to SITA Information Networking Computing USA, Inc. for a seven-year term in an amount not to exceed \$40,732,011.94 for Contract No. L-10047, in substantially the form attached hereto and made a part hereof, for common use terminal equipment and common use passenger processing systems support and maintenance services at Miami International Airport at the Miami-Dade Aviation Department.

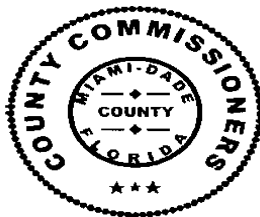
Section 2. This Board further authorizes the County Mayor or County Mayor's designee to execute the contract and to exercise all provisions, including any cancellations or

extension provisions of the contract, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 8th day of July, 2020. 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

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

DMM

David M. Murray

Common Use Terminal Equipment and Common Use Passenger Processing
Systems Support and Maintenance Services

Contract No. L-10047

Recitals:

THIS AGREEMENT made and entered into as of this _____ day of _____ (Effective Date) by and between SITA Information Networking Computing USA Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office at 3100 Cumberland Boulevard, Suite 900, Atlanta, Georgia 30339 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide all labor and tools to operate and maintain the Common Use Passenger Processing Systems (CUPPS) at Miami International Airport (MIA), that shall conform to the Scope of Services (Attachment A); and the requirements of this Agreement; and,

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

WHEREAS, upon execution, this Agreement will replace and supersede Contract I113C; and

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

ARTICLE 1. DEFINITIONS

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

- a) The words "**Additional Services**" to mean additions, deletions or adjustments to quantities or unit priced items, which were unforeseeable at the time of the Effective Date, and any other area as deemed necessary by the County in accordance with the Services as outlined in this Agreement.
- b) The words "**Agreement**" or "**Contract**" or to mean collectively these terms and conditions, the Scope of Services (Attachment A), all other appendices and attachments hereto.

- c) The Word “**Airport**” or acronym “**MIA**” to mean Miami International Airport.
- d) The word “**Amendment**” to mean a written modification to this Agreement executed by Contractor and the County covering changes, additions, or reductions in the terms and conditions of this Agreement.
- e) The term “**Board**” to mean the Board of County Commissioners of Miami-Dade County.
- f) The term “**Code**” to mean the Code of Miami-Dade County, Florida.
- g) The words “**Effective Date**” to mean the date shown on the recitals page of this Agreement.
- h) The words “**Contract Manager**” to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- i) The word “**Contractor**” to mean SITA Information Networking Computing USA Inc. and its permitted successors.
- j) The word “**County**” to mean Miami-Dade County, a political subdivision of the State of Florida.
- k) The words “**CUPPS Core**” to mean the central components made up of servers, Gateways, routers, switches and software that enable the client workstations and printers to operate in a CUPPS environment. Typically located in a central computer room, the CUPPS Core requires systems level support and operation.
- l) The words “**CUPPS Platform**” to mean an IT environment that supports applications for one or more application providers (usually airlines or other entities operating in an airport environment). A CUPPS Platform conforms to the platform standards defined in the CUPPS Technical Specification.
- m) The words “**CUPPS Technical Specification**” to mean the explicit set of requirements to be satisfied by the CUPPS system, as set forth in the Scope of Services.
- n) The acronym “**CUTE**” to mean Common Use Terminal Equipment
- o) The word “**Days**” to mean calendar days.
- p) The words “**Default Notice**” to mean the notification sent by the County to the Contractor when an Event of Default occurs, as determined by the County.
- q) The word “**Deliverables**” to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- r) The words “**Department**” or “**MDAD**” to mean the Miami-Dade Aviation Department. Wherein in this Agreement, rights are reserved to the County, MDAD may exercise such rights.
- s) The words “**directed**”, “**required**”, “**permitted**”, “**ordered**”, “**designated**”, “**selected**”, “**prescribed**” or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words “**approved**”, “**acceptable**”, “**satisfactory**”, “**equal**”, “**necessary**”, or words of like import to mean respectively, approved by, or acceptable or satisfactory to,

equal or necessary in the opinion of the County's Project Manager.

- t) The word “**Director**” to mean 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 as defined in this Agreement.
- u) The words “**Effective Date**” to mean the date the Agreement was entered into, shown on the recitals page of this Agreement.
- v) The words “**Effective Termination Date**” to mean the date indicated on a termination notice issued by the County to the Contractor to stop all Services.
- w) The words “**Event of Default**” to mean a breach of this Agreement by the Contractor.
- x) The word “**Failure**” to mean the action or state of the system or component of the system not functioning
- y) The words “**Final Acceptance Date**” to mean the date following satisfactory completion of Final Acceptance Testing of the CUPPS as determined by MDAD.
- z) The words “**Final Acceptance Testing**” to mean certification in writing by the MDAD Project Manager stating that all hardware, firmware, and software have been properly installed.
- aa) The word “**Firmware**” to mean software stored in ready-only memory (ROM or programmable ROM (PROM).
- bb) The word “**Gateway(s)**” to mean a combination of hardware and software that interconnects the Owner’s Local Area Network (LAN) and the airline’s Wide Area Network (WAN).
- cc) The words “**General Allowance Account**” to mean the account in which stated dollar amount(s) are included in the Agreement, as per **Attachment B – Price Schedule**, for the purpose of funding Additional Services
- dd) The words “**hereof**”, “**herein**”, “**hereinafter**”, “**hereby**”, “**herewith**”, “**hereto**”, and “**hereunder**” shall be deemed to refer to this Agreement.
- ee) The words “**Liquidated Damages**” to mean the amount the Contractor accepts to pay as stipulated in Article 15- Liquidated Damages, for Agreement performance measurement failures.
- ff) The words “**Non-standard Component**” to mean a component that is not readily available in a commercial off-the-shelf form to perform as required herein.
- gg) The words “**Notice to Proceed**” to mean a letter issued by the County after the Agreement has been fully executed by both parties to authorize the Contractor to proceed with the Services to be provided pursuant to the Agreement.
- hh) The words “**Non-critical Failures**” to mean failures that do not significantly impact Service operations.
- ii) The words “**PCI-DSS**” to mean Payment Card Industry Data Security Standard – <https://www.pcisecuritystandards.org>
- jj) The words “**Price Schedule**” to mean **Attachment B** of this Agreement, which details the

prices to be paid to the Contractor for completion of the Scope of Services.

- kk) The words "**Project Manager**" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- ll) The words "**Scope of Services**" to mean the document appended hereto as Attachment A, which details the work to be performed by the Contractor.
- mm) The words "**Service Level(s)**" to mean the metric by which the O&M is measured.
- nn) The word "**Subcontractor**" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- oo) The words "**Service Level Agreement**" to mean a commitment between the Contractor and the County regarding Service, availability, and responsibility.
- pp) The words "**System**" or acronym "**CUPPS**" to mean the Common Use Passenger Processing System.
- qq) The words "**Work**" or "**Services**", to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- rr) The words "**Work Order**" to mean a written order, authorized by the Director or designee, directing the Contractor to perform Services.
- ss) The word "**Workstation**" to mean CUPPS Windows based computer with monitor.

ARTICLE 2. ABBREVIATIONS

- a. AOR – Authorized Owner Representative
- b. ATB – Automatic Ticket Boarding
- c. BTP – Baggage Tag Printer
- d. CUPPS – Common Use Passenger Processing Systems
- e. CUSS – Common Use Self Service
- f. CUTE – Common Use Terminal Equipment
- g. DCP – Document Control Printer
- h. DCS – Departure Control System
- i. IATA – International Air Transport Association
- j. LAN – Local Area Network
- k. LDCS – Local Departure Control System
- l. MIA – Miami International Airport
- m. MAC – Move, Add, and Change
- n. O&M – Operation and Maintenance
- o. PCI DSS – Payment Card Industry Data Security Standard
- p. PNL – Passenger Name List
- q. SITA – Societe Internationale Telecommunications Aeronautiques
- r. SLA – Service Level Agreement
- s. UPS – Uninterruptible Power Supply
- t. WAN – Wide Area Network

ARTICLE 3. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) **Attachment A - Scope of Services**, 3) **Attachment B - Price Schedule**, and 4) any associated addenda and Attachments thereof.

ARTICLE 4. RULES OF INTERPRETATION

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

ARTICLE 5. NATURE OF THE AGREEMENT

- A. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written Amendment duly executed by both parties hereto or their authorized representatives.
- B. The Contractor shall provide the Services set forth in **Attachment A - Scope of Services** and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- C. The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Services under this Agreement. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- D. The Contractor shall furnish all resources including facilities, systems, equipment, tools, parts, labor, materials and other items required to perform the Services that are necessary for the completion of this Agreement. All Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- E. The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement

said changes and in executing the activities required to implement said changes.

ARTICLE 6. TERM

- A)** The Agreement shall become effective on the Effective Date, as defined on the recitals of this Agreement and shall continue through the last day of the seventh (7th) year.
- B)** The County reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) Days beyond the current Agreement period at the County's sole discretion, and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) Days extension period by mutual agreement between the County and the Contractor, and upon approval by the Board of County Commissioners.

ARTICLE 7. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager: Maurice Jenkins
Attention: Division Director, Information Systems and Telecommunications
Miami International Airport
PO BOX 025504
Miami, FL 33102-5504
Phone: 305-876-0934
E-mail: MJenkins@miami-airport.com

and,

- b) to the Contract Manager: Namita Uppal

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

SITA Information Networking Computing USA Inc.
3100 Cumberland Blvd., Suite 900
Atlanta, GA 30339
Attention: Contracts Management
E-mail: amer.asl.contract.management@sita.aero

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

ARTICLE 8. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

- A. The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Services to be performed under this Agreement. The compensation for all Services performed under this Agreement, including all costs associated with said Services, shall not exceed the rates provided in the **Attachment B – Price Schedule**. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for Additional Services to the Agreement, as per **Article 12 – Additional Services**, which is approved and executed in writing by the County and the Contractor.
- B. Compensation to the Contractor for any Additional Services shall be made in conformance with **Article 12 – Additional Services**.
- C. All Services undertaken by the Contractor before County's approval of this Agreement shall be at the Contractor's risk and expense.

ARTICLE 9. PRICING

The Contractor agrees that the Agreement price for CUPPS, as detailed in **Attachment B - Price Schedule**, is inclusive of all hardware, software, professional services, and maintenance services required to provide the Services as described in this Agreement.

Prices shall remain firm and fixed for the term of the Agreement, including any extension periods; however, the Contractor may offer incentive discounts to the County at any time.

ARTICLE 10. INVOICES

The County shall pay to the Contractor as consideration for providing the Services required herein, the prices as further defined in the **Attachment B – Price Schedule**.

For the Term of the Agreement, the Contractor shall be paid in eighty-four (84) monthly payments.

A. Invoice Instructions and Payment

1. The Contractor shall invoice monthly, beginning in the first calendar month after execution and will continue to invoice monthly thereafter.
2. A separate invoice is required for each month.
3. Invoices shall be numbered sequentially.
4. Invoices shall reflect any adjustments to the Agreement Amount, detailing any cost or credit, and increase or decrease in the monthly payment.
5. All Work Orders issued by the County shall be included in the monthly invoice submitted by the Contractor.
6. The Contractor shall use the attached Invoice Format (Exhibit A – Sample Invoice)

B. County Invoice Policy

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) Days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Agreement or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Agreement. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted to the Project Manager as named in **Article 7 - Notice Requirements**, for Approval.

ARTICLE 11. NO EXCLUSIVE RIGHTS

The Agreement shall not be construed to create unto the Contractor any exclusive rights with respect to any of the County's Airport systems owned or operated by the County. The County may in its sole discretion award any additional or similar Services to any third party or the County may elect to perform all or a portion of the Services by its own employees.

With regards to the County's Airport systems owned or operated by the County, MDAD shall have the right to use and copy without limit the same documentation and materials and to provide access to the same to its agents, representative, contractors, and potential contractors.

ARTICLE 12. ADDITIONAL SERVICES

A. The County reserves the right to add Additional Services to this Agreement without invalidating the Agreement. The cost or credit to the County for Additional Service shall be determined in accordance with the provisions of this Agreement. Additional Services shall encompass related Services that directly tie back to Scope of Services. Any work not specifically related to the Services as outline in **Attachment A – Scope of Services**, shall be approved through a supplemental agreement.

1. No Additional Services shall be completed by the Contractor unless so directed to perform Additional Services through a written Work Order(s) issued by the County.

2. The Contractor shall review the request, advise whether it can perform the Additional Services and if so, it shall submit a proposal for the requested Additional Services with a detailed price quote to the County for review, within twenty-one (21) Days of receipt of the directive. The Contractor shall hold its quoted prices for a minimum of ninety (90) Days and shall not be compensated for efforts expended in preparing and submitting the proposal and subsequent price quotes. If Contractor cannot perform such Additional Services it shall notify the County.
3. The County and the Contractor shall negotiate an equitable adjustment to the General Allowance Account for all Direct and Indirect Costs in the performance of such Additional Services.
4. Additional Services exceeding the General Allowance Account or changes to the Scope of Services shall require a supplemental agreement.

B. Work Orders for Additional Services

1. The cost for all parts and equipment, and costs for furnishing all labor and materials necessary to be purchased by the Contractor for Additional Services through a Work Order, shall be reimbursed through the General Allowance Account, as described in **Attachment B - Price Schedule**.
2. Contractor shall submit one lump sum invoice that reflects the total amount of the Work Order issued by MDAD.
3. Invoices shall be from approved Work Orders, and shall include the Purchase Order and Work Order number provided by the County.
4. The Contractor shall not be allowed greater than a 10% percent mark-up on Work Order invoices for subcontracted services. Work Order invoices for third-party software, hardware, spare parts, and equipment shall be at Contractor's then current customer pricing.
5. No Work Order issued may modify the terms, conditions, or covenants of this Agreement unless subsequently approved by the Board of County Commissioners.

C. General Allowance Account

1. Any unused monies in the General Allowance Account shall remain property of the County.
2. When Work is to be performed under the General Allowance Account, if any, the Work shall be integrated into the Agreement as a part of the Agreement as awarded.

ARTICLE 13. LIQUIDATED DAMAGES

The County shall impose performance measurement Liquidated Damages on the Contractor for, failing to achieve the required Service Levels, non-responsiveness or failure to complete scheduled MAC Services within the designated time schedule, and other performance measurements as more fully described below:

	Performance Measurement	Liquidated Damages Summary
--	--------------------------------	-----------------------------------

1	Failure of Contractor to meet the monthly Service Levels as stated in Section 6.0 of the Scope of Services (Attachment A) .	Contractor shall credit the County at a rate of \$500 per incident.
2	Failure of Contractor to resolve or implement an MDAD approved work-around within four (4) hours from notification and approval from MDAD of critical or major problems. MDAD approved work-arounds shall be issued by the Project Manager or IT Director.	Contractor shall credit the County at a rate of \$2,500 per day for every critical or major classified problem related to CUPPS 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 shall be completed per the mutually agreed upon schedule as specified in the Work Order. If completion is not within ten percent (10%) of the schedule/goal, Liquidated Damages will be invoked.	Missed deadlines will be assessed by MDAD that are within the control of the Contractor. Contractor shall credit back County at a rate of \$500 per day in the event Contractor does not complete the work within ten percent (10%) of the agreed upon schedule/goal.
4	Three (3) or more documented complaints in any given month from MDAD management or users/ tenants regarding the Contractor's responsiveness, or inability to complete restoration within the time specified by MDAD, shall result in Liquidated Damages invoked.	Contractor shall credit the County at a rate of \$250 per incident.

The Parties recognize that the extent and calculation of performance measurement Liquidated Damages as stated above may be difficult to ascertain, therefore, they agree that the Liquidated Damages in the amounts stated above are reasonable and is in lieu of all other remedies.

The Contractor shall be notified via email of all Liquidated Damages imposed by the County. All performance measurement Liquidated Damages shown above shall be cumulative. The cumulative amount of all performance measurement Liquidated Damages shall not exceed \$125,000 per calendar year. Performance measurement Liquidated Damages shall be deducted from the Contractor's invoice amount for the month. The County will not impose Liquidated Damages as described in this section, for delays in Services when said delays are a direct result of a third party intervention or a County decision, personnel or subcontractor.

ARTICLE 14. FAILURE CLASSIFICATION

Failures will be classified as further detailed in Attachment A Scope of Services as either as CRITICAL or NON-CRITICAL. All failures are critical unless classified as a Non-critical Failure.

ARTICLE 15. COUNTY'S RIGHT TO PRIORITIZE CONTRACTOR'S SERVICES

MDAD reserves the right to prioritize various activities within the Scope of Services that the Contractor undertakes pursuant to Agreement, to meet deadlines and to mandate that the Contractor reallocate resources to deal with various repairs, Move/Add/Change ("MAC") requests, or Services, as the County sees fit.

In the event of a conflict in Service priorities and pending the circumstances surrounding a given situation, the general order of priority is as follows:

1. Critical Failure Work
2. Repair Activities
3. MAC

Contractor will not be held responsible for meeting any Service Level Agreement terms, as provided in Attachment A - Scope of Services, to the extent that MDAD reprioritizes Contractor's activities and such reprioritizing affects the SLA.

ARTICLE 16. WARRANTIES

All CUTE/CUPPS equipment shall be covered under an extended warranty by the Contractor. The extended warranty begins when the original warranty ends. The extended warranty covers all costs associated with the correcting of a defective item including repair, labor, replacement, packaging and shipping costs to the point when the corrected item is received and inspected at MIA. Extended Warranty for all equipment herein shall be covered through the term of this Agreement (including any extensions) at no additional cost to the County.

ARTICLE 17. MDAD RESOURCES

A. MDAD will provide the following Locations and resources at no additional charge to the Contractor at the County's sole discretion, length of time, and total square footage of space(s). MDAD makes no guarantee that the resources listed below will be available to the Contractor throughout the term of the Agreement, or will be provided to the Contractor in any specific size or quantity. Additional requests for MDAD resources shall be submitted in writing to the Project Manager.

1. Office space in MDAD Building 3030*, approximately 2100 Square Feet consisting of the following: SITA Office – 1,350 Square Feet and, Amadeus Lab – 7540 Square Feet.
2. Shop Space and Storage in Terminal J, approximately 1,600 Square Feet;
3. Warehouse space to store spare parts and equipment required for the O&M of the CUTE System, approximately 1,600 Square Feet;
4. Shop Space in Terminal E, approximately 750 Square Feet;
5. Datacenter (IT Rooms); Rack space, Utilities and Services in dual core rooms.
6. Fiber/Copper cabling shall be provided for any component of the System that requires connectivity between rooms/locations.
7. Electricity in all areas and air conditioning in office spaces;
8. Parking for staff and subcontractors at Building 3094. (Any parking desired by Contractor for terminal shall be paid by Contractor at the MDAD prevailing parking rates.)
9. System servers, hardware, and Fibers purchased prior to this Agreement; and
10. Wi-Fi shall be provided for any component of the System that requires Wi-Fi connectivity. Wi-Fi will not be provided for the Contractor's offices, hardware, and servers.

B. LOCATIONS

1. **Use of Premises:** During the progress of the Services specified herein, the Contractor shall keep the premises free from accumulation of waste materials and other debris resulting from the work. At the completion of the term, the Contractor shall remove all waste materials and debris from and about the premises, as well as tools, equipment,

machinery and surplus material, and, leave the site clean and ready for occupancy by MDAD.

2. **Safety and Protection:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services. The Contractor shall take all necessary precautions for safety of and shall provide the necessary protection to prevent injury to all personnel on the work site and other persons including but not limited to, the general public who may be affected thereby.
3. **Cleaning of Location(s):** Contractor, at its expense, shall remove or cause to be removed from its Location(s) provided by the County and properly dispose of in MDAD provided containers, all trash and refuse of any nature whatsoever which might accumulate and arise from the operations hereunder. If the Contractor enters into agreements for the janitorial and trash removal service within MIA, such service providers must have permits issued by MDAD to do business at MIA. Trash shall not be stored in any area visible to the public nor cause a private or public hazard through its means of storage. All edible items must be contained so as to minimize exposure to pests. If the respective locations are not properly maintained and kept clean, in the opinion of the Department, Contractor will be so advised and shall take immediate corrective action, within twenty-four (24) hours upon written or verbal notice from MDAD.
4. **Repair of Damages:** Contractor shall repair all damages to the Locations caused by Contractor, its employees, agents, independent contractors or patrons. The Department may, at its option, choose to do the work with its own forces or by contract or to require Contractor to perform or contract the work.
5. **Garbage and Trash Disposal:** Contractor shall remove from the Locations all garbage, trash and refuse of any nature whatsoever which might accumulate and arise from any operations or performance of Services. Such garbage, trash refuse shall be stored and disposed of only in the manner approved by the Department.

ARTICLE 18. INDEMNIFICATION AND LIMITATION OF LIABILITY

1. The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of third-party claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.
2. Limitation of Liability. CONTRACTOR'S TOTAL LIABILITY TO THE COUNTY, ITS OFFICERS, EMPLOYEES, AGENTS AND INSTRUMENTALITIES INCLUDING MDAD, WITH RESPECT TO ALL CLAIMS, ARISING OUT OF OR IN CONNECTION

WITH ALL SERVICES UNDER THIS SERVICE AGREEMENT IN EACH RELEVANT YEAR, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR ANY OTHER LAW, IS LIMITED TO AN AMOUNT EQUAL TO THE GREATER OF \$10 MILLION OR ONE (1) TIMES THE TOTAL CHARGES PAID TO CONTRACTOR UNDER THIS AGREEMENT. In no event shall Contractor be liable to the indemnified parties, whether based on contract, tort, statute, negligence, warranty, indemnity, strict liability, delay, error or omission or otherwise, for any consequential, special, incidental, indirect, exemplary, loss of revenue or profit, actual or anticipated, multiple or punitive damages or any other indirect damages arising from or in connection with Contractor's performance of this Agreement.

ARTICLE 19. INSURANCE

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

- A.** Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B.** Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, Board Form Property Damage and Products and Completed Operations in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. This policy shall include Miami-Dade County as an additional insured with respect to coverage.
- C.** Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

*Under no circumstances is the Contractor allowed on the Airside Operation Area (AOA) without increasing automobile coverage to \$5,000,000 as approved by the MDAD Risk Management Office.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

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

**Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974**

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

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

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 20. MANNER OF PERFORMANCE

- A.** The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement, industry standards and manufacturers' specifications inclusive of all required adjustments, testing, and operational checks. 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.
- B.** Contractor shall perform all of its obligations and functions under the Agreement in accordance with specifications, industry standards and manufacturers' specifications.
- C.** The Contractor shall adjust and coordinate activities to the needs and requirements of the County and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of MDAD and its Tenants.
- D.** The Contractor shall at all times cooperate with the County and coordinate its respective efforts to most effectively and efficiently maintain the progress in performing the Services.

ARTICLE 21. EXCEPTIONS TO PERFORMANCE

- A.** If a party is unable to perform or is delayed in performing an obligation under this Agreement because of a Force Majeure Event (as defined below) caused by acts of God or governmental authority, act of strikes or labor disputes, pandemics, quarantines, terrorism, utility shortages or interruptions, fires or other loss of manufacturing facilities or loss of specialized staff or personnel, or similar cause beyond that Party's reasonable control, then:
 - 1. that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event; and

2. the party affected by the Force Majeure Event will not be liable for delay or failure to perform any of its obligations in this Agreement (including in respect of Service Level Agreement).
- B. If a Force Majeure Event occurs, the non-performing party must:
1. promptly give the other party notice of the event and an estimate of the non-performance and delay;
 2. take reasonable steps to overcome the effects of the event (but this does not require the +settlement of industrial disputes or other claims on unreasonable terms); and
 3. suspend billing for the affected Service; and if applicable, issue a pro-rated credit to any outstanding invoice(s) for duration of affected Services
 4. resume compliance as soon as practicable after the event no longer affects the party.
- C. Neither party will have the right to claim or receive damages for any delay or non-performance of obligations by the other party resulting from a Force Majeure Event.
- D. Force Majeure Event means an event which:
1. is beyond the reasonable control of the affected party and which the affected party cannot prevent or overcome; and
 2. prevents total or partial performance of the obligation(s) of the affected party, and
 3. does not arise through the fault or negligence of the affected party.

ARTICLE 22. PERSONNEL

- A. All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County.
- B. Contractor shall provide personnel to operate and maintain the CUPPS. The on-site Contractor's personnel provided will be trained by the Contractor on the software installed as well as on maintenance for all CUPPS hardware and software installed.
- C. Contractor will abide by all Federal, State and Local regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair labor Standards Act, the Federal Civil Rights Act of 1964 as amended, and the Americans with Disabilities Act.
- D. The Contractor acknowledges and agrees that the Contractor, its Subcontractors, and all personnel are subject to all Federal, State, and Local laws. Contractor shall require all personnel during the term of the Agreement to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States, prior to assignment to perform Services under this Agreement. In addition, Contractor's personnel must be eligible for applicable Federal, State, and Local clearances and certifications including but not limited to, the Transportation Safety Administration, Customs and Border Protection, Department of Homeland Security, and Immigration and Naturalization Services.
- E. All Contractor personnel shall pass all required courses to secure a valid MDAD ID badge.

- 1. Identification Badges for Restricted Areas:** The Contractor shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the Airport as a part of their regularly assigned duties, and shall return the identification badges of all personnel transferred or terminated from the employee of the Contractor of Airport assignment and upon termination of this Agreement. The Contractor shall promptly report to the Department the names of all persons who were employed by the Contractor from whom they were unable to obtain the return of Department issued identification badges. In the event that an identification badge is not returned because of a failure by the Contractor, the Contractor shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require the Contractor to conduct background investigations, criminal history checks and to furnish certain data on such employees before the issuance of such identification badges, to include the fingerprinting of employee applications for such badges.
- F.** Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by the Contractor to perform the Services on County's premises prior to such employee having been tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Contractor shall confirm to the County, whether pre-hires or existing employees tested because of suspicion of drug use, meet the requirements of the Florida Drug-free Workplace Act.
- G.** Should the County make a determination, that any of the Contractor's personnel or subcontractors are not performing in a manner consistent with the requirements of such a position or if whose continued employment on County property is not in the best interest of the County, Contractor shall conduct appropriate actions to review and potentially replace such personnel with individuals satisfactory to the County. County acknowledges and agrees that such requests for replacement personnel shall be reasonable and made in good faith so as to ensure that Contractor is able to fulfill its obligations under the Agreement.
- H.** The Contractor's personnel shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenant, customers or other persons at MIA. The Contractor shall be responsible for ensuring that all articles found by its employees on MDAD's premises are turned over to MDAD or MDAD's designated agent in charge of such articles.
- I.** A valid Florida Driver's License (Commercial Drive License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around MIA. Each of the Contractor's motor vehicles brought onto the County's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle. The Contractor shall maintain all required AOA access and insurance to date for all employees and vehicles.
- J.** While working on airport property, all Contractor's personnel shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- K.** The Contractor shall require that any employee performing Services for the Contractor under this Agreement who is arrested on-duty or off-duty shall within a reasonable amount of time, not to exceed three (3) Days, notify the Contractor, who will immediately notify the Project Manager.

- L. 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.
- M. **Maximum Safety Precautions:** The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in a manner in which they were intended. No materials or equipment will be left unattended at any time.
- N. **On-Site Communication:** Contractor shall be responsible for providing cellular phone equipment and services to the Contractor's personnel.

ARTICLE 23. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 24. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of

breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 30 days of the occurrence, event or act out of which the dispute arises.

- E. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 25. MUTUAL OBLIGATIONS

- A. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- B. In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 26. QUALITY ASSURANCE AND QUALITY ASSURANCE RECORD KEEPING

- A. The Contractor shall install all equipment under the Agreement according to manufacturers' instructions, and shall continue to make all required adjustments and testing and operation checks throughout the term of the Agreement consistent with manufacturer's recommendations and the ability of equipment users to comply with the adjustments and changes.
- B. The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in this Agreement. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 27. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

- A. Contractor will provide the Service in a manner such that routine use of the Services by the County or any authorized third party user shall not cause such entity to be in violation of or out of compliance with the current Payment Card Industry Data Security Standard (PCI DSS). However if the Customer seeks to obtain PCI DSS compliance certification, the Customer must perform its own PCI DSS security review of its end-to-end processes (including payment processing activity that is not part of the Service) to achieve PCI DSS compliance certification. The Customer agrees that SITA takes no responsibility for PCI DSS compliance other than providing the Service in a way that is technically capable to support PCI DSS.
- B. The Customer acknowledges that it is the responsibility of the Customer to ensure that the facilities and functions of the Service as described in this Service Agreement meets its requirements in relation to security, except that Contractor represents that its Services, including any equipment provided hereunder, subject to paragraph C below, shall not cause the County or any authorized third party user to be in violation of or out of compliance with the current PCI DSS. Customer is responsible for all end-to-end security (including physical site security) as required by PCI DSS.
- C. Contractor's provision of the Services does not obligate Contractor to incur any additional costs for any equipment upgrade or replacement necessitated by a change of PCI standards.
- D. Magnetic Swipe Readers and database updates
 - i. The Parties agree that Contractor is not responsible and has no liability for information, such as credit card numbers, passport numbers, date of birth or other personal data that are processed by being entered by means of a magnetic swipe reader, which is not physically incorporated into a chip and pin payment terminal that is PCI-PTS compliant, encrypts data and uses EMV chip card technology, SR or otherwise through keyboard key-strokes into the system for airline database updates, whether performed by a third-party, the County staff or by agents of the County.

ARTICLE 28. AUDITS

- A. The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County and the Services provided by Contractor under this Agreement. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.
- B. Pursuant to Section 2-481 of the Code of Miami-Dade County, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds under this Agreement. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 29. SUBSTITUTION OF PERSONNEL

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

ARTICLE 30. 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 31. SUBCONTRACTUAL RELATIONS

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

ARTICLE 32. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 33. TERMINATION AND SUSPENSION OF WORK

- A.** If the Agreement or any maintenance portion thereof is terminated for any reason, the Contractor shall provide the County with all necessary assistance to allow the Services to continue without interruption or adverse effect on the County, airlines, and to facilitate the orderly transition of Services to the County or its designee.
- 1.** Prior to termination and at Country's written request and at no additional charge to the County, the Contractor shall assist the County to develop a plan for the transition of all the Services from Contractor to the County or its designee on a schedule reasonably designated by the County. If the County requires Contractor's termination assistance subsequent to termination, charges will apply.
- B.** The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- 1.** The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
 - 2.** The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
 - 3.** In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
 - 4.** The County may terminate this Agreement, in the event the Contractor fails to remedy a default as further described in Article 33 – Default.
- C.** In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i.** stop work on the date specified in the notice ("the Effective Termination Date");
 - ii.** take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii.** cancel orders;
 - iv.** assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole

- purpose of this Agreement and not incorporated in the Services; and
- v. take no action which will increase the amounts payable by the County under this Agreement.
- D. In the event that the County exercises its right to terminate this Agreement under Subsection C of this Article, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- E. All compensation pursuant to this Article are subject to audit.

ARTICLE 34. EVENT OF DEFAULT

- A. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed to supply enough properly skilled personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the County where required by this Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection b below;
 7. The Contractor has failed in the representation of any warranties stated herein.

B. Assurance on Contractor's Ability to Perform

When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed.

In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may treat such failure as a repudiation of this Agreement; and 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.

1. In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

C. Notice of Default – Opportunity to Cure

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

D. Remedies in the Event of Default

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

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

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

ARTICLE 35. PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- B. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- C. Provided the County has used the Services and equipment in accordance with the terms of this Agreement, the Contractor shall be liable and responsible for any and all third-party claims

made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- D. In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- E. The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Services or be unlawful.

ARTICLE 36. CONFIDENTIALITY

- A. In the course of performing the Services, where either the Contractor or the County gains access to security sensitive information and other confidential information of the other Party, each Party agrees to hold such information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information. Each Party shall seek the other Party's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. The provision of this Section shall survive the expiration or earlier termination of the Agreement. MDAD Security System information cannot be released based on Florida Sunshine Law requests. All of Contractor's intellectual property, and Confidential Information (as defined below) are considered proprietary and trade secret information of Contractor and shall not be released by the County under Florida's Public Disclosure Laws except as may be ordered by any Court. Any such request shall be immediately sent to Contractor.
- B. All Developed Works (as defined below) and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such

Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals solely by the actions or inactions of Contractor that occurred during Contractor's performance of this Agreement and to the extent such data regarding individuals is under the sole control of Contractor.

- C. The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- D. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and either Party shall be entitled to seek injunctive relief to restrain any such breach or threatened breach. If requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers, except to the extent required by law or for business continuity purposes, without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 37. PROPRIETARY INFORMATION

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

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

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

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

ARTICLE 38. PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder and that the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors only and specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County. The parties agree that Contractor is not providing any Developed Works in Attachment A Scope of Services, but that work authorized as "additional" or "extra" work" may entail the creation of Developed Works.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all software provided hereunder ("Licensed Software") that is not provided by a third-party and that has not been customized to satisfy the performance criteria set forth in **Attachment A - 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 non-transferrable, non-exclusive, royalty-free license to access and use the Licensed Software solely 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, for the term of this Agreement. 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. Contractor hereby retains all right, title, and interest in and to the Licensed Software, including but not limited to the software, and copyrights, patents, trademarks, service marks, design rights (whether registered or unregistered) and trade secrets and all other similar proprietary rights associated therewith which are provided by Contractor, which shall include without limitation: (a) the source code of any software included in the hardware, where applicable; and (b) all modifications, extensions, upgrades, and derivative works of Contractor's Licensed Software. The County is not authorized to change, reconfigure, reverse engineer or in any way modify Licensed Software without Contractor's consent. Third-party software shall be subject to such third-party's terms and conditions.

- E. The County shall own data: (1) in accordance with subsection A above; (2) acquired or generated by Contractor related to County's airport operations in its performance of Services under this Agreement; or (3) related to County's airport operations that is processed through and/or under Services by Contractor or subcontractors under performance of this Contract, in all data derived or created from such original data (collectively "Data"), Data does not include (a) proprietary data of any third party (i.e. airline proprietary data), and (b) Contractor's Data. Contractor Data shall mean solely data generated relating to performance of Contractor's systems and Services and excludes any Data. Data shall include data of all kinds and formats, standard or native, raw or processed or derived, individual or aggregate, discrete or continuous, as well as metadata.
- F. County hereby grants Contractor a royalty-free, limited, irrevocable, non-exclusive, transferrable license to use, copy, distribute, or archive the Data for the purpose of analyses, or for anonymized, aggregate use in products distributed to Contractor's customers. Contractor hereby grants the County (including its departments, employees, consultants and agents) a royalty-free, irrevocable, non-exclusive, non-transferrable license to use Contractor's Data for County's internal business purposes.

ARTICLE 39. VENDOR REGISTRATION/CONFLICT OF INTEREST

A. Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(f), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution R-919-18)
14. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
16. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
17. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records

- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.

18. Office of the Inspector General
(Section 2-1076 of the Code of Miami-Dade County)

20. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

19. Small Business Enterprises

B. Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All 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 Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 40. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, 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 (1/4) of one (1) percent 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 (1/4) of one percent 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 Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 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 (1/4) of one percent 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 Public Health 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 shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

ARTICLE 41. CONTRACT MEASURES

This Agreement will adhere to all Miami-Dade County ordinances with special attention to all ordinances that relate to the Small Business Enterprise ("SBE") Participation program.

The following has been established according to the SBE program:

Contract Measure: 15% SBE Goods & Services (SBE-G&S) with a Subcontractor Goal of 15%. Contractor will strive to exceed the 15% requirement.

ARTICLE 42. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a)** Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b)** Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c)** Environmental Protection Agency (EPA), as applicable to this Contract.
- d)** Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e)** Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f)** Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g)** Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h)** The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i)** Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j)** Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k)** Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l)** Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m)** Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

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

During the performance of this Contract, Contractor shall keep current and, if requested by the County, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any all licenses, registrations and permits on the job site while performing the Contractor work.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner. If requested by MDAD, the Contractor shall provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any all licenses, registrations and permits on the job site while performing the Contractor work.

Hazardous Materials: The Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The Materials and Safety Data Sheets shall be made available to all workers and County's representatives. Contractor shall report immediately to the Authorized County Representative any spillage or dumping of hazardous materials on County property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.

ARTICLE 43. NONDISCRIMINATION

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

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

ARTICLE 44. CONFLICT OF INTEREST

The Contractor represents that:

- A.** No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- B.** There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii. is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 45. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

ARTICLE 46. BANKRUPTCY

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

ARTICLE 47. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 48. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five Days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 49. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including but 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, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

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

ARTICLE 50. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term,

termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 51. MIAMI-DADE COUNTY UNITED STATES SOCCER FEDERATION 2026 WORLD CUP

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Agreement, the Consultant 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 Consultant's rights or obligations under this Agreement are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to Consultant, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, Consultant 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 Agreement for convenience; in such termination, the Consultant 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 Agreement does not elect to terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

ARTICLE 52. FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

Compliance with Nondiscrimination Requirements:

During the performance of this Agreement, 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 Agreement.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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 Attachment 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 Nondiscrimination 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 Agreement 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, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) 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.
7. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - ii. 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);
 - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

- vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (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);
 - viii. Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
 - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). 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. at 74087 to 74100);
 - xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- a) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- b) 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.

Miami-Dade County, FL

L-10047

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

SITA Information Networking Computing
USA Inc.

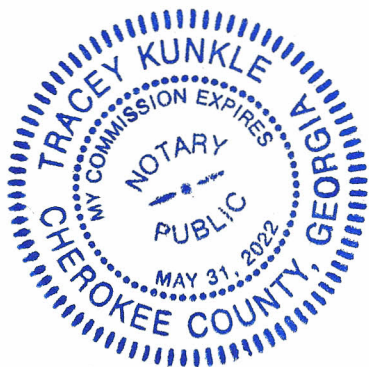
Miami-Dade County

By: DocuSigned by:
Harihar Subramanian
Name: Harihar Subramanian
Title: Finance Director
Date: 06-May-2020
Attest: Tracey Kunkle
Corporate Secretary/Notary Public

By: _____
Name: Carlos A. Gimenez
Title: Mayor
Date: _____
Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency



Assistant County Attorney

ATTACHMENT A
SCOPE OF SERVICES

SECTION - I SERVICE TO BE PROVIDED

The Contractor shall provide to the County detailed technical design, development, hardware, Firmware, software, software licenses, installation, integration, implementation, training, user manuals and documentation, operation, support and maintenance services for the Common Use Passenger Processing Systems (CUPPS), within the scope of this Agreement, i.e. CUTE, Maestro LDCS, CUSS, and BagMessage.

The Contractor shall also provide testing of the hardware and warranty and testing of the software, and all other items necessary for the proper operation of the CUPPS system as provided in Section II. The Contractor shall provide an operable and acceptable CUPPS system, including associated Gateways for each airline that is dependent on a remote host computer for departure control, a Local Departure Control System (LDCS) for each airline that operates independent of a remote host computer, and other components as provided in Section II.

SECTION - II GOODS AND SERVICES

A. The Contractor shall provide the following Goods and Services:

- 557 Boarding Pass Printers
- 643 Bag Tag Printers
- 105 Document Control Printers
- 172 Boarding Gate Readers
- patch cables
- 21 LSR scanners
- 612 MSR/OCR Swipe Devices
- 250 Beacon Spares
- System core upgrade
- Labor and travel for CUPPS and CUSS Hardware Upgrades
- Disposal of old equipment
- Core Infrastructure Upgrade to include:
- AirportConnect Common Use platform (CUTE/CUPPS & CUSS) migration to SITA's Next Generation Platform
- CUPPS Hardware, Servers, Software, and Refresh
- Thirty (30) – S4 Freestanding Kiosks with 25% ADA and PCI compatibility.
- Network hardware to interface between the MDAD and SITA Network
- Upgraded Racks for the Core Room
- Server infrastructure installation and configuration, network configuration and coordination.
- Imaging of the CUPPS workstations, testing and commissioning.
- Adding BagMessage to the Central Terminal and continuing the service at North and South Terminal

- MaestroDCS Local
 - Mobile App on-going support
 - On-site support including an additional maintenance technician
 - Consumables for CUSS kiosks
- B.** The Contractor shall provide all labor and tools to operate and maintain the CUPPS at Miami International Airport. Other locations, such as General Aviation Airports, Miami area hotels, the Miami Seaport, and other areas deemed necessary, may be added pursuant to **Article 12 Additional Services**.
- C.** The Contractor shall provide expert on-site and off-site software system support including; First Level, Second Level, and Third Level support for hardware repair, system maintenance and other facets of the CUPPS system.
- D.** The Contractor shall perform the following Services and provide the following equipment, software, interfaces and documentation:
- As specified for the CUPPS and hardware which is specific to Contractor's system
 - Final connection of hardware to cabling infrastructure (patch cords connecting the CUPPS to the data outlets and or County's Local Area Network (LAN))
 - Any System required CSU/DSUs, Switches, Routers and Configuration
 - CUPPS Software, Local Departure Control System (LDCS), Terminal Emulators, and any other software, interfaces or hardware required to make the system fully operational as specified herein
 - Provide daily CUPPS usage data to the Airport Operation Information System (AOIS)
 - Network and Diagnostic Monitoring and Remote Access capabilities
 - Fully redundant Systems in two (2) separate computer rooms
 - Computer rooms miscellaneous equipment cabinets, racks and all other equipment room devices and cables need for System operation
 - Host Gateways
 - Gateways with ability to perform tracing traffic between an application and Gateway
 - Shall be designed such that the implemented CUPPS and any upgrades meet the functional, operational, and performance requirements specified herein
 - Transportation, receipt, unpacking, uncrating, installation and setup of all Systems (hardware and software)
 - Coordination with airlines and their host systems/Gateways
 - Coordination of cabling terminations / assignments in the equipment rooms
 - Coordination with Network and Millwork Contractors for each installation stage
 - Software, hardware, and System Warranty in accordance with the requirements stated herein
 - Bag Message in Central, North and South Terminal
 - CUPPS core server hardware to include the domain controllers, management systems, , usage servers and backup systems required for CUPPS operations
 - CUPPS software licenses for the CUPPS systems and workstation agents

- Split core development including rack hardware, management hardware, operational setup charge, WAN migration charge for creating redundancy between the existing and the backup core rooms
- E. Drawing and Documentation:** The Contractor shall provide the County, at a minimum, the following documentation in both paper and electronic formats within 90 days after completion of delivery of the Goods and Services and 90 days after any update is finalized:
- User documentation
 - Training Manuals
 - System administrator documentation
 - System manuals
 - Manufacturer's hardware manuals for all hardware by Contract
 - Maintenance manuals
 - System drawings and block diagrams
 - System test procedures
 - Interface specifications
- F.** The contractor shall provide best-practice industry practices in support of MDAD's CUPPS system.
- G.** The Contractor shall provide operations and maintenance support to include:
- Common Use Terminal Systems hardware and software that is specific to the SITA AirportConnect System
 - Network and Diagnostic Monitoring and Remote Access capabilities.
 - Latest version of the CUTE System at the time of contracting.
 - Terminal Emulators
 - Equipment Room(s) miscellaneous equipment cabinets, racks and all other equipment room devices and cables needed for System maintenance.
 - Software changes as necessary for Problem Management for both AirportConnect CUTE, and the Local Departure Control System (LDCS) installed by SITA, MaestroLDCS, i.e. apply maintenance and emergency software patches and updates when required.
 - Coordination with airlines and their host systems/Gateways.
 - Support of SITA's AirportHub - airline connection as well as all SITA circuits & Gateways.
 - Maintenance of spare equipment for the existing CUPPS System.
 - Maintenance of the installed and warehoused equipment inventory.
 - Proactive remote monitoring of all Common Use Self-Service (CUSS) kiosks deployed by SITA.
 - Maestro LDCS support for MIA airlines requiring the use of a MIA-provided LDCS.
 - Quarterly inventory report to MDAD on all, CUPPS, and CUSS equipment deployed.
 - Monthly reports on incident management activities and Service Level Agreement (SLA) performance as requested by MDAD.
 - Monthly reports on preventive maintenance activities as requested by MDAD.
 - CUTE/CUPPS and CUSS Airline Usage reports.

- Approved MDAD change management process for all operating system and CUPPS platform software updates, in support of version control.
- SITA BagMessage.

H. Software and Hardware

Software and hardware procured by the County may not be directly or indirectly, sold, supplied or otherwise be provided to or accessed by any non-affiliated third person without Contractor's prior written consent, as it relates to the performance of any SITA provided system or platform.

I. MDAD Provided Goods and Services

MDAD shall provide the following Goods and Services

- 754 Workstations w/commercial keyboard and mouse;
- 754 Monitors;
- Patch cables;
- Millwork;
- Campus Network;
- Ruggedized keyboards;
- counters, gates and desk furniture being suitable to accommodate the Equipment;
- secure storage space for spares and workshops;
- a pre-production testing environment;
- if required by Contractor, administrative office space for the Contractor's operations and maintenance team, as available and approved by the Department.
- a Core Room which conforms to ANSI/EIA/T1A 569 equipment room standards;
- network connection of the Services to MDAD's own and, where applicable, End Users' or third party's IT systems; and
- connections, communications lines, data links and associated data transmission equipment necessary for provision of the Services, as specified by Contractor.

J. Title.

- Contractor shall retain title to hardware until Contractor has received payment in full all sums due to it in respect of such hardware, in accordance with Exhibit B Pricing Schedule.
- If MDAD cancels the contract before the end of the term or the contract otherwise ends or is reduced before the end of the term, then MDAD is responsible for paying Contractor, prior to the effective date of the termination, in full for any amount relating to hardware that has been delivered and has not been fully paid. Should MDAD fail to pay Contractor or become insolvent, Contractor may exercise any and all rights it may have to repossess. MDAD will permit SITA on premises to retrieve such hardware.

-

SECTION - III INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) COMPLIANCE

The CUPPS shall comply the most recent version of the IATA Recommended Practices (RP) 1797 Common Use Passenger Processing Systems (CUPPS) specification and the Contractor shall provide evidence of the platform certification from a certified compliance testing agency.

The Contractor shall provide software that is compliant with the CUPPS Technical Specification. The Contractor is to maintain the CUPPS software, as part of its maintenance obligation to the County and at no additional cost to the County. However, to the extent that any upgrades required to be consistent with the latest CUPPS Technical Specification, as such exists from time to time, recommended by IATA, with the concurrence of the Authorized County Representative (ACR), require material hardware Contractor reserves the right to assess additional charges.

SECTION - IV OPERATION & MAINTENANCE

As part of the Operations & Maintenance, CUPPS shall continue to:

- Provide a Gateway for each user airline that requires access to its remote host computer;
- Provide a Local Departure Control System (LDCS) application for each user airline that does not use a remote host computer;
- Use the current supported versions of ORACLE or Microsoft SQL for databases;
- Support an initial user base of at least 775 CUPPS and 70 CUSS user positions and be expandable to include over 900 CUPPS and 170 CUSS user positions (workstations and kiosks) and 100 plus airlines; and
- Interface with the County's Airport Operation Information System.

The Contractor shall determine each airline's Gateway functional performance and interface requirements and implement the requirements.

SECTION - V SOFTWARE

- A.** The Contractor shall provide and continue to install the latest version of the Microsoft Operating System specified in the CUPPS Technical Specification. If future versions of the CUPPS Technical Specification change the specified version of the Microsoft Operating System, the Contractor shall be required to provide and install the specified version, at no additional cost to the County.
- B.** The Contractor shall be required to provide and install any other software which will be required to make the Contractor's CUPPS fully operational at the time of delivery. This includes, but not limited to, servers, workstations, Firmware for printers, and Firmware for integrated keyboards.
- C.** The software and Firmware products the Contractor provides shall be the most recent released version at the time of the installation or, if not, the Contractor must provide the rationale for installing some other version and it shall be approved in writing by the County, at the County's sole discretion, prior to the installation.
- D.** Contractor shall license, or obtain a license from the licensor, for County's and any airlines or other County tenant or customer's use of all the software, Firmware, and software products installed as part of the CUPPS. Such licenses shall be valid either in perpetuity, or if fully

disclosed to the County in the Proposal, for the duration of the Agreement.

E. The Contractor shall provide an LCDS that provides automated check in and departure control for non-hosted airlines and irregular flight operations. The LCDS enables these airlines/flights to perform computerized passenger check-in and boarding using a common graphical user interface. The LCDS shall be capable of simultaneously supporting operations for at least 45 airlines. The LCDS shall provide users with the following features and functionality:

- Full compliance with applicable IATA standards including bag tag formats, boarding pass formats and baggage source messages which shall be electronically forwarded to the SITA BagMessage service in London, England.
- The LCDS shall be able to receive Passenger Name Lists (PNL) via email from airlines and be able to electronically submit Advance Passenger Information System (APIS) data for compliance all regulations for reporting airline passenger and crew information.
- The LCDS shall perform the function of an airline host system and include the ability to generate and print passenger manifests, various reports and logs synchronized with flight schedule data and related systems and including airline user data fields such as priority passenger services, check in status, seat assignments, standby lists and seat availability, luggage quantities and weight, and baggage tag numbers.
- The ability to generate and print specific airline ticketing, boarding, baggage tags and logos.

Be capable of supporting PCI-DSS, as per Article 27 of the Agreement.

- Creation, deletion, edits and modifications of flights, passenger lists, baggage tag tracking, multiple legs per flight (uplink and downlink)
- Contractor shall license for use the LCDS software to the County in accordance with **Attachment B Pricing Schedule**.
- Contractor shall hereby license for use all software developed by the Contractor for this Agreement to the County in accordance with **Attachment B Pricing Schedule**

SECTION - VI EXPANSION AND SPARE CAPACITY

The Contractor shall operate and maintain the CUPPS in such a manner that an increase in the number of user positions as specified in Section 4 - Operation and Maintenance (e.g., adding additional CUPPS and CUSS workstations and airlines) will not adversely affect system performance or availability or require design modifications. Each system shall be designed to accept additional airlines and workstations without adverse effect on the system or the overall system design.

SECTION - VII MANAGEMENT

The Contractor shall perform definition, planning, coordination, scheduling, measurement, evaluation, and control functions related to the standards, processes, actions and resources required to provide CUPPS as specified herein; resources include facilities, systems, equipment, tools, part, material, an personnel the Contractor provides or is assigned, and time.

SECTION - VIII MODIFICATIONS TO CURRENT DESIGN AND DEVELOPMENT

County may request, during the term of this Agreement, for the Contractor to perform

modifications to the current definition, design, construction (code), modification, configuration, unit testing, and integration for all components as required or applicable to provide CUPPS as specified herein. Such request will be made in accordance with Article 12 Additional Services, including but not limited to, changes to all non-standard components used or incorporated into the CUPPS.

SECTION - IX COMPUTER ROOMS

The CUPPS server(s), UPS(s), and other CUPPS Core equipment are installed in Contractor-provided racks in the County's two (2) main computer rooms.

SECTION - X TRAINING

- A. The Contractor shall provide end-user and Maintenance Training
- B. At the County's request, the Contractor shall provide training, training manuals, and any training software required to facilitate training.
- C. Sufficient on-site instructor training shall be provided for a minimum of two (2) representatives of each airline and two (2) Owner personnel in accordance with the Training Plan. This course shall provide training for airline and Owner instructors who will be training other personnel.
- D. The Contractor shall maintain and update as needed a training plan also that must include remedial training for additional airlines and County employees as required. The Contractor shall provide the training program in accordance with a schedule approved by the AOR.

SECTION - XI CUPPS/CUSS MAINTENANCE

- A. The Contractor shall maintain and provide continuous maintenance and support to the CUPPS, inclusive of all systems and components, core server software and licenses, platform support, AirportConnect software license (except for the County provided LAN).

The Contractor's maintenance obligations shall commence on the day each hardware, Firmware, software or other product or item is delivered to the County's premises. With respect to any hardware or other item provided by the County, the Contractor's maintenance obligations shall commence on the day each item of hardware or other item is provided for Contractor's incorporation into the CUPPS or is otherwise turned over to the Contractor for maintenance responsibilities.

B. CORE HARDWARE MAINTENANCE

Routine Maintenance - shall include inspection, testing, evaluation, overhauls, or replacement of all CUPPS Core hardware as recommended by the hardware manufacturer.

- Corrective Maintenance - shall include inspection, testing, evaluation, coordination as required, and repair of all CUPPS Core hardware not working properly.

C. SOFTWARE

- The most recent released version of software and Firmware products licensed to the County shall be provided to the County and installed on County equipment, at no cost to the County. Maintenance of soft software and Firmware products must be provided at no additional cost to the County.
- Software and Firmware products that replace or supersede installed products are required for compliance with the functional or performance requirements of this Agreement must be provided and installed at no additional cost to the County, even if the products also add functions and/or improves performance.

- Routine Maintenance - shall include installation of software updates, provided users of the Services have updated their systems accordingly.
 - Corrective Maintenance - shall include testing, evaluation, coordination as required, and development and/or installation of revision(s) to codes or configurations, and Contractor is required to fix all bugs and any failure of software to conform to CUPPS technical Specifications.
- D.** Contractor's maintenance responsibilities shall include:
- All consumables for Kiosk boarding pass paper
 - Kiosks bag tags
 - ATB, BTP, DCP print heads and corresponding software licenses
 - CUSS licenses
 - Admin Services
 - Bag Message for North, Central and South Terminals
 - Beacon maintenance
 - Maestro support and maintenance
- E.** The Contractor shall provide equipment, software, test equipment, test software, tools, materials, trained personnel, and other resources required to maintain CUPPS performance and functions. The Contractor shall provide access to supplemental resources, including expert personnel, in remote locations to ensure rapid resolution of CUPPS anomalies and concerns that local resources cannot resolve.
- F.** The Contractor shall provide trained personnel to operate the CUPPS, including function and performance monitoring and report generation, anomaly detection and referral, CUPPS Core startup and shut-down, data back-up, data retention and retrieval, and service call receipt and dispatch.
- G.** The Contractor shall provide on-site and off-site staff to operate and maintain the CUPPS 24 hours-a-day; seven days a week, 365 days a year {24x7x365} to ensure that established Service Level Agreements (SLA) are met. The Contractor shall provide the County with on-site and on-call technical support for all equipment and software installed with the current CUPPS system.
- H.** The Contractor shall track all equipment, Service Levels and installations pertaining to the CUPPS System. The Contractor shall provide on-site and off-site technical support and Professional services necessary to ensure the successful operations of the CUPPS system at no additional cost to the County.
- I.** The Contractor shall provide competent, knowledgeable, First Level, Second Level and Third Level support field engineers. These field engineers are to be fully trained by the Contractor in on-site maintenance of all installed CUPPS system components. The Contractor shall have 100% of its staff factory trained and certified. For new hires after this Agreement is executed, the Contractor shall train new hires within two (2) months to ensure a competent level of Field Engineer. Such training and any subsequent training will be at the Contractor's expense.

The Contractor will, at County's request, make available field engineers to assist with any work assignments needed to complete any task associated with the CUPPS system. Subject to Article 15 of the Agreement, the County reserves the right to prioritize various activities that the Contractor undertakes in order to meet deadlines. In general, Move/Add/Change (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, Critical failure work shall take precedence over moves, adds, and changes

SECTION - XII PREVENTIVE MAINTENANCE

- A.** Preventive maintenance shall be completed on a monthly schedule. The schedule shall be planned in advance by the Contractor. Sets of equipment shall be identified by geographical location and system address where applicable. Each month's completed Preventive Maintenance Report shall be made available at County's request.

Preventive Maintenance shall only be carried out on equipment that is not in use and in such a way that it will not affect the Service Levels or disrupt County/User's operation.

- B.** An inventory shall be maintained of all equipment installed under this Contract, including Back Office. The inventory shall show device type, serial number, MDAD asset tag number, location and its condition (good, deteriorating, needs replacement). Both on-site and off-site inventory will be updated every three (3) months and written report given to the County.
- C.** Devices identified as 'deteriorating' and 'needs replacement' shall be brought to the attention of the County in writing.
- D.** Contractor will actively work with vendors to resolve repeat issues related to software and hardware problems.
- E.** Contractor will actively work with vendors to resolve repeat issues associated with workstations or devices experiencing more than three problems a month caused by hardware or software problems. Where such consistent problems continue, related to a hardware component, the County reserves the right to request that the hardware be replaced from available spares or full refurbishing of item.

SECTION - XIII STAFFING PLAN

The Contractor shall staff the following employment positions as further described below:

A. Eleven (11) Maintenance Technicians

- Provide Service Operations support to internal and external customers in accordance with the terms of the customer contract and Service Level Agreements (SLAs).
- Ensure the correct functioning and maintenance of all internal and external systems and products serviced by Service Operations.
- When required act as the customer POINT OF CONTACT and co-ordinate the scheduling of intervention with Customer's internal resolver groups and the Service Desk ensuring the highest level of customer services and communications are maintained to resolve the fault and incident within the prescribed SLA.
- Carry out incident and problem management support to the highest standards and co-ordinate the resolution with the appropriate resolver groups.
- Ensure shortest restoral times possible initiating the timely escalations to specialized resolver groups inside and outside SITA according to the customer contracts SLAs and monitoring requirements.
- Manage the replacement of faulty equipment through the use of spares and ensuring the timely replenishment the spare according to prescribed availability and sparing policy.

- Proactively detect problems related to service and infrastructure operations and delivery services conduct diagnostics and provide service request ownership to ensure resolution of customer problems.
- Adhere to installation guidelines and industry best practices in order to deliver quality service and infrastructure operations.
- Use the appropriate tools and equipment to perform the installation intervention and repairs in accordance with Service Operations and Delivery guidelines and instructions where provided.
- Report and escalate to the next level those problems which cannot be resolved.
- Carry out preventive and proactive maintenance of equipment and monitoring of systems and services in accordance with agreed schedules and customer expectations.
- Perform Change Management Configurations Design and Implementation of the supported Product & Systems.
- Liaise with local suppliers in the provision of services for the SITA Service Operations centers and report on services provided to management.
- Document resolutions of problems.
- Provide onsite support to Users during the cutover of the services.
- Continuously identify and document lessons learnt known errors and operational knowledge for improved services.
- When/where required perform assigned tasks on 24 x 7 shifts basis.
- Provide call out services where required.
- Provide field operations support to internal and external customers in accordance with the terms of the customer contract and Service Level Agreements (SLAs).
- Ensure the correct functioning and maintenance of all internal and external customer IT equipment and services.
- Perform onsite interventions as a result of a Service Desk request as soon as possible and within the terms of the customer contract and SLAs.
- Ensure the highest level of customer services and communications are maintained to resolve the fault and incident within the prescribed SLA when required to act as the customer POINT OF CONTACT and co-ordinate of the scheduling of the onsite intervention with customer's internal resolver groups and the Service Desk
- Carry out local repairs of faulty equipment and services to the highest standards and co-ordinate the resolution with the appropriate resolver group.
- Ensure shortest possible repair cycle by initiating the timely return of faulty SITA and Customer equipment according to the customer maintenance contract and SLAs and monitoring closely the replacement of faulty items and spares.
- Manage the replacement of faulty equipment through the use of spares and ensuring the timely replenishment the spare according to prescribed availability and sparing policy.
- Carry out site surveys for new customer premises for preparation for new product and services installation under the guidance of senior team members.

- Adhere to installation guidelines and industry best practices in order to deliver quality Field Operations.
- Use the appropriate tools and equipment to perform the installation intervention and repairs in accordance with the Field Operations guidelines and instructions where provided.
- Report and escalate all observed problems to proper SITA operational escalation points.
- Carry out preventive maintenance of equipment in accordance with agreed schedules and to manufacturer specifications.
- Report on the monthly performance of the workshop and provide feedback to the Global Operations regional management teams.
- Perform tests on hardware and software components and be responsible for the co-ordination of local acceptance testing with Customers and 3rd parties.
- Complete Daily Diary accurately and on time.
- Ensure that all the required Field Service data is provided and recorded in the correct fields in the SITA Service Hub record for all assigned Incidents & Change Orders
- Manage local suppliers in the provision of services for the SITA Field Operations center and report on services provided to management.
- Confirm and prioritize day-to-day tasks as and when needed.
- Coach co-workers on operational process issues relying on strong working knowledge of the activities in the group.

B. Five (5) SBE Technicians

- Provide Service Operations support to internal and external customers in accordance with the terms of the customer contract and Service Level Agreements (SLAs).
- Ensure the correct functioning and maintenance of all internal and external systems and products serviced by Service Operations.
- When required act as the customer SPOC and co-ordinate the scheduling of intervention with Customer's internal resolver groups and the Service Desk ensuring the highest level of customer services and communications are maintained to resolve the fault and incident within the prescribed SLA.
- Carry out incident and problem management support to the highest standards and co-ordinate the resolution with the appropriate resolver groups.
- Ensure shortest restoral times possible initiating the timely escalations to specialized resolver groups inside and outside SITA according to the customer contracts SLAs and monitoring requirements.
- Manage the replacement of faulty equipment through the use of spares and ensuring the timely replenishment the spare according to prescribed availability and sparing policy.
- Proactively detect problems related to service and infrastructure operations and delivery services conduct diagnostics and provide service request ownership to ensure resolution of customer problems.
- Adhere to installation guidelines and industry best practices in order to deliver quality Field Operations.

- Use the appropriate tools and equipment to perform the installation intervention and repairs in accordance with Service Operations and Delivery guidelines and instructions where provided.
- Reporting and escalating all observed problems to proper SITA operational escalation points.
- Carry out preventive and proactive maintenance of equipment and monitoring of systems and services in accordance with agreed schedules and manufacturer expectations.
- Perform Change Management Configurations Design and Implementation of the supported Product & Systems.
- Liaise with local suppliers in the provision of services for the SITA Service Operations centers and report on services provided to management.
- To document resolutions of problems.
- To provide onsite support to Users during the cutover of the services.
- Continuously identify and document lessons learnt known errors and operational knowledge for improved services.
- When/where required perform assigned tasks on 24 x 7 shifts basis.
- Provide call out services where required
- Provide field operations support to internal and external customers in accordance with the terms of the customer contract and Service Level Agreements (SLAs).
- To ensure the correct functioning and maintenance of all internal and external customer IT equipment and services.
- Perform onsite interventions as a result of a Service Desk request as soon as possible and within the terms of the customer contract and SLAs.
- When required act as the customer SPOC and co-ordinate the scheduling of the onsite intervention with Customer's internal resolver groups and the Service Desk ensuring the highest level of customer services and communications are maintained to resolve the fault and incident within the prescribed SLA.
- Carry out local repairs of faulty equipment and services to the highest standards and co-ordinate the resolution with the appropriate resolver group.
- Carry out site surveys for new customer premises for preparation for new product and services installation under the guidance of senior team members.
- Perform tests on hardware and software components and be responsible for the co-ordination of local acceptance testing with Customers and 3rd parties.
- Complete Daily Diary accurately and on time.
- Ensure that all the required Field Service data is provided and recorded in the correct fields in the SITA Service Hub record for all assigned Incidents & Change Orders
- Manage local suppliers in the provision of services for the SITA Field Operations center and report on services provided to management.
- Confirm and prioritize day-to-day tasks as and when needed.
- Coach co-workers on operational process issues relying on strong working knowledge of the activities in the group.

C. Three (3) Site Administrators

- Provide Service Operations support to internal and external customers in accordance with the terms of the customer contract and Service Level Agreements (SLAs)
- Ensure the correct functioning and maintenance of all internal and external systems and products serviced by Service Operations
- When required act as the customer Point of Contact and co-ordinate the scheduling of intervention with Customer's internal resolver groups and the Service Desk ensuring the highest level of customer services and communications are maintained to resolve the fault and incident within the prescribed SLA.
- Carry out incident and problem management support to the highest standards and co-ordinate the resolution with the appropriate resolver groups
- Ensure shortest restoral times possible initiating the timely escalations to specialized resolver groups inside and outside SITA according to the customer contracts SLAs and monitoring requirements.
- Manage the replacement of faulty equipment through the use of spares and ensuring the timely replenishment the spare according to prescribed availability and sparing policy.
- To ensure the Service Operations team adheres to the highest working standards for all incidents and problems by providing guidance support and direct management.
- Proactively detect problems related to service and infrastructure operations and delivery services conduct diagnostics and provide service request ownership to ensure resolution of customer problems
- Support the senior team members in the management reporting and co-ordination of day-day tasks during absence of the Lead Engineer
- Adhere to installation guidelines and industry best practices in order to deliver quality service and infrastructure operations
- Use the appropriate tools and equipment to perform the installation intervention and repairs in accordance with Service Operations and Delivery guidelines and instructions where provided
- Report and escalate to the next level those problems which cannot be fixed
- Carry out preventive and proactive maintenance of equipment and monitoring of systems and services in accordance with agreed schedules and customer expectations

D. One (1) Project Coordinator

- Peer to Peer key performance indicator reporting.
- Maintain key supplier data.
- Manage Purchase Orders
- Transactional data housekeeping (such as review old Purchase Orders and chase for closure).
- Arrange conferences meetings and travel reservations for the managers;
- Maintain scheduling and event calendars;
- Schedule and confirm appointments;

- SITA Point of Contact for raising purchase orders
- Provides general administration support.
- Produces purchase orders and payment requests as and when required;
- Handles inquiries and requests and resolves problems requiring in-depth knowledge of the area and general knowledge of the company, its policies and procedures; determines the appropriate course of action and follows through to resolution; researches and coordinates information from a variety of sources for reports, presentations, meetings, special projects and requests; directs, controls, and organizes information
- Managing bi-weekly calls and monthly business reviews with leadership team, including taking of minutes and follow-up on action items with respective owners
- Coordination of employee badging and security compliance
- Managing and maintaining team Sharepoint site where key documents are uploaded
- Logistics coordination for local meetings/events

SECTION - XIV SERVICE LEVEL AGREEMENT

- A. An end-user device shall be considered available only if all components are operating and fully functional.
- B. Response time for all incident calls is ten (10) minutes. Twenty (20) minutes for back- office workstations.
- C. Resolution or escalation time for all workstation-level incidents is 30 minutes.
- D. Infrastructure availability time shall be 99.9% as calculated on a monthly basis.
- E. The Contractor shall record all tickets and associated resolution times and the percentage shall be measured over each calendar month.
- F. The priority for restoration of service failures shall be servers followed by critical interfaces and end-user devices.
- G. The Contractor shall work with designated Airport Staff on various levels of support, including working to resolve Help Desk Tickets.
- H. The above measurements of availability for Contractor shall only be based on events within Contractor's control (the core room equipment and user devices), and with due consideration for the Service Level requirements contained in this Contract. If the measured item is not available due to reasons outside of Contractor's control, such as but not limited to problems with the airline host, wide area network, local area network, and or operator error, such non-availability, shall be excluded from the measurement of availability of the above items.
- I. The Contractor shall be primary contact for MDAD IT Service Desk Tickets associated with the installed System.
- J. Tickets that are found to be associated with an interface shall not be closed. Contractor shall be responsible to work with the responsible party(s) until the problem is resolved. Contractor shall be responsible for updating status for all such tickets and closing the ticket only when problem is resolved.
- K. The Contractor is required to:
 - Meet the Service Levels for problem resolution and escalation as shown herein.
 - Respond to requests for routine moves adds, and changes for the Users.

- Anticipate and be responsive to high call volumes during the peak travel times such as Thanksgiving and Christmas.
 - Document and report operational metrics, including activity logs and Service Level Agreements.
 - Frequency of reports shall be monthly or as requested by the County, or its Users. Upon analysis of these metrics, Contractor shall address and remedy any systematic problems or negative performance trends.
 - Provide Environmental Maintenance of Primary and Back-up Equipment rooms installed devices. Environmental Maintenance is defined as keeping these areas free from 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.
- L. The Service Levels, stated herein in the table below define the critical and non-critical priority levels of incidents that Contractor shall use to categorize service incidents as part of the Services that Contractor delivers to the County and its users during the maintenance period.

Priority Level with Description & Criteria	
Critical Priority Levels:	
1	Critical Impact on Business: Total system failure and interruption of business-critical applications affecting all customers or gateways to partner networks or 3 rd party interfaces. Alternative or bypass is unavailable. Impact is to all customers.
2	Serious Impact on Business: Major Business Impact: Complete or partial service interruption of business-critical applications affecting multiple customers or gateway to partner networks or 3 rd party interfaces. Acceptable bypass is available. Impact is to more than 50% of customers or devices.
Non-Critical Priority Levels:	
3	Impact on Business Efficiency: Minor Business Impact: Partial service interruption of business-critical applications affecting a single customer or gateway to partner networks or 3 rd party interfaces. Operational impact is minimal with no immediate impact on service delivery. Alternative bypass is available. Impact is to less than 50% of customers or devices.
4	Inconvenience to the Business: Minimal Business Impact: Component, procedure, or personal application not critical to a customer is unusable. Alternative is available; deferred maintenance is acceptable (problems reported to suppliers). Impact is to individual customer and service delivery minimal; possible minor inconvenience.
5	No Business Impact: No Business Impact: Non-service affecting faults. Alternative or bypass is not applicable. Impact to customer is non-existent.

- M. The Service Levels and escalation procedures may be modified by mutual agreement of both parties throughout the term of the Maintenance Period, at no additional cost to the County, except for the cost for additional staff levels directly related to the Service Level modification

upon the MDAD's approval. Invoices shall reflect any adjustments to the Agreement amount, detailing any cost or credit, and increase or decrease in the monthly payment for the reduction or increase in staff required for any Service level modification.

- N. Any failure caused by malfunction of an interfaced system or associated third party network communications are excluded from these Service Levels. However, all such problems shall be assigned to Contractor for "Ownership" until the problem is resolved.
- O. The procedures, tools, reports and structures used to meet these Service Levels shall be open for audit and detailed inspection at any time by the County, or their representatives.
- P. All times stated herein shall be "Eastern Standard Time".
- Q. The Contractor shall ensure that proper coverage will be achieved at all times in the support and maintenance for Miami International Airport.
- R. In the event of illness or staff changes, the Contractor shall adjust shift time, utilize one of its national technicians or transfer resources from other projects until such time as local manpower coverage is normalized at no additional cost to the County.
- S. If the number of problems not fixed within the Service Level or resolve time exceeds ten percent (10%) of total reported Problems for one (1) month then Contractor shall propose and circulate to the County and its Users a plan for reducing this with effect and describe how Service Levels will be restored in the second month.

SECTION - XV REPORTS

The Contractor shall program the CUPPS to automatically generate (to the extent information and data is available) daily, on demand or at a predetermined time, the following reports:

- Number of boarding passes printed
- Number of baggage tags printed
- Availability of CUPPS by each day in the month, with a monthly availability percentage calculated and disclosed within the report
- Daily/Monthly: Reporting status per workstation
- Daily/Monthly: Recorded usage session broken down by airline/flight
- Daily/Monthly: Kiosk Usage Consolidated Report

SECTION - XVI MAINTENANCE LOGS

The Contractor shall continuously maintain a log of all CUPPS routine and corrective maintenance services performed. The maintenance log shall be made available to MDAD at its request.

SECTION – XVII EXCLUSIONS

The following are not included in this Scope:

- Upgrades or new releases or versions of third-party or Contractor software unless specifically provided herein
- Third-party audits of any systems, the Services, equipment, hardware or software
- Locations other than Miami International Airport
- Extended warranty and parts for MDAD procured hardware and software
- Customized reporting
- APC kiosks maintenance covered under contract RFP-00118-1(1) MDAD provided HW:

Item	Manufacturer	Model
CUPPS Workstation	HP	SITA CUTE 800 G4 SFF*, I5, 4GB, 500GB, No Kbd/Mouse
Keyboard	HP	HP Keyboard (USB)
CUPPS Display	HP	HP 2-Button Optical Mouse (USB)
CUPPS Display	HP	19" Display Monitor
Patch Cables	Miscellaneous	Belkin - Patch cable - RJ-45 (M) - RJ-45 (M) - 6 ft - UTP

*This is subject to change based on certification. SITA prefers to go with the latest certified models.

ATTACHMENT B - PRICE SCHEDULE

Common Use Terminal Equipment / Common Use Passenger Processing System

Common Use Passenger Processing System (CUPPS)								
Hardware Bill of Materials								
Item	Manufacturer	Model	Quantities			7 Year Term Contract		
			Online	Spare	Total	Monthly Unit Price (Per Unit)	Monthly Price for Total Units	Total Contract Amount
CUPPS Workstation	HP	SITA CUTE 800 G2 SFF, I5, 4GB, 500GB, No Kbd/Mouse	718	36	754		\$0.00	\$0.00
Keyboard	HP	HP Keyboard (USB)	718	36	754		\$0.00	\$0.00
CUPPS Display	HP	HP 2-Button Optical Mouse (USB)	718	36	754		\$0.00	\$0.00
CUPPS Display	HP	19" Display Monitor	718	36	754		\$0.00	\$0.00
Patch Cables	Miscellaneous	Belkin - Patch cable - RJ-45 (M) - RJ-45 (M) - 6 ft - UTP	359	N/A	359		\$0.00	\$0.00
Boarding Pass Printer	Epson	Epson TM-L 500A - LCD USB (serial Available) inc tray	530	27	557	\$18.42	\$10,259.94	\$861,834.96
Baggage Tag Printer (BTP)	Epson	Epson TM-L 500A - LCD USB (serial Available)	612	31	643	\$18.42	\$11,844.06	\$994,901.04
Roll Holder	Epson	Epson Roll Holder Core 3"	612	N/A	612	\$1.64	\$1,003.68	\$84,309.12
Document Printer (DCP)	Okidata	OKI ML320T with cable/110 volts. USD	100	5	105	\$8.28	\$869.40	\$73,029.60
Boarding Gate Reader (BGR)	Desko	Desko BGR 504 pro (Bar Code Reader only; Desktop)	164	8	172	\$19.02	\$3,271.44	\$274,800.96
Adapter	Miscellaneous	CUSTOM MODULAR ADAPTER * DB9F/	328	N/A	328	\$0.14	\$45.92	\$3,857.28
Patch Cables	Miscellaneous	12FT CAT5E PATCH CABLE GRAY	164	N/A	164	\$0.05	\$8.20	\$688.80
Scanner	Honeywell	Honeywell Xenon 1900 bar code scanner (LSR)	20	1	21	\$8.13	\$170.73	\$14,341.32
Hands-free Stand	Honeywell	Hands-free stand for Xenon 1900	20	20	20	\$0.91	\$18.20	\$1,528.80
Swipe	General	Gemalto - Wedge Device	583	29	612	\$9.81	\$6,003.72	\$504,312.48
Total (\$USD):							\$33,500.38	\$2,813,604.36
Common Use Self-Service Kiosks (CUSS)								
Hardware Bill of Materials								
Item	Manufacturer	Model	Quantities			7 Year Term Contract		
			Online	Spares	Total	Monthly Unit Price (Per Unit)	Monthly Price for Total Units	Total Contract Amount
CUSS	SITA	S4 Free-Standing Kiosks	30	N/A	30	\$323.25	\$9,697.50	\$814,590.00
CUSS	SITA	Spare Parts		1	1	\$586.91	\$586.91	\$49,300.44
CUSS	SITA	Shipping	30	0	30	\$6.63	\$198.90	\$16,707.60
Total (\$USD):							\$10,483.31	\$880,598.04
Common Use Core Hardware								
Hardware & Software Bill of Materials								
Item	Manufacturer	Model	Quantities			7 Year Term Contract		
			Online	Spares	Total	Monthly Unit Price (Per Unit)	Monthly Price for Total Units	Total Contract Amount
Server	ESX	VASL Server	1	N/A	1	\$7,670.42	\$7,670.42	\$644,315.28
Server	Symantic	Software Core Monitoring	1	N/A	1	\$64.55	\$64.55	\$5,422.20
Server	HP	Usage Server Hardware	2	N/A	2	\$125.99	\$251.98	\$21,166.32
Laptops	HP	Site Operations	1	N/A	1	\$283.45	\$283.45	\$23,809.80
Shipping	General	Freight / Shipment - CUPPS Core	1	N/A	1	\$61.07	\$61.07	\$5,129.88
Admin Diagnostic Server	HP	SITA CUTE 800 G2 SFF, I5, 4GB, 500GB,	1	N/A	1	\$19.53	\$19.53	\$1,640.52
Total (\$USD):							\$8,351.00	\$701,484.00
Network								
Hardware Bill of Materials								
Item	Manufacturer	Model	Quantities			7 Year Term Contract		
			Online	Spares	Total	Monthly Unit Price (Per Unit)	Monthly Price for Total Units	Total Contract Amount
Network BOM	Cisco	Cisco Firepower 2140 ASA Appliance, 1U, 1 x NetMod Bay; Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage BPU License for 2100 Series Firewalls; Encore License for 2100 Series Firewalls	1	N/A	1	\$10,584.34	\$10,584.34	\$889,084.56
Network Upgrade	SITA	Professional Services - Labor	1	N/A	1	\$874.74	\$874.74	\$73,478.16
Network Upgrade	SITA	Professional Services - Travel	1	N/A	1	\$516.52	\$516.52	\$43,387.68
Freight	N/A	Shipment of Equipment	1	N/A	1	\$211.69	\$211.69	\$17,781.96
News Rack & KVM	Tripplite	Various -45U RACK ENCLOSURE CABINET WIDERACK NETWORK SERVER DOORS SIDES 3000LBS; 16-PORT RACKMOUNT IP KVM SWITCHPERP 1U CAT5 2+1 USERS 2 RJ45 PORTS TAA	1	N/A	1	\$935.63	\$935.63	\$78,592.92
Total (\$USD):							\$13,122.92	\$1,102,325.28

Beacons								
Item	Manufacturer	Model	Quantities			7 Year Term Contract		
			Online	Spares	Total	Monthly Unit Price (Per Unit)	Monthly Price for Total Units	Total Contract Amount
Beacons	SITA	General		250	250	\$0.41	\$102.50	\$8,610.00
Total (\$USD):							\$102.50	\$8,610.00

Professional Services								
Includes the overall project management and coordination of the CUPPS and CUSS installation. Coordination with all the airlines. Server Infrastructure installation and configuration, Network configuration and coordination with network owner. Imaging of the CUPPS workstations. Testing & commissioning. End User & Maintenance Training.								
Item	Manufacturer	Model	Quantities			7 Year Term Contract		
			Online	Spares	Total	Monthly Unit Price (Per Unit)	Monthly Price for Total Units	Total Contract Amount
Core Upgrade	SITA	Professional Services - Labor	1	N/A	1	\$1,678.23	\$1,678.23	\$140,971.32
Core Upgrade	SITA	Professional Services - Travel	1	N/A	1	\$390.77	\$390.77	\$32,824.68
Disposal of old Equipment	SITA	General Services	1	N/A	1	\$396.83	\$396.83	\$33,333.72
CUPPS Hardware	SITA	Professional Services - Labor	1	N/A	1	\$1,253.32	\$1,253.32	\$105,278.88
CUPPS Hardware	SITA	Professional Services - Travel	1	N/A	1	\$675.69	\$675.69	\$56,757.96
Frieght - CUPPS Hardware	SITA	Professional Services - Travel	1	N/A	1	\$1,138.33	\$1,138.33	\$95,619.72
Hardware Installation	Local	Subcontractor (SBE)	1	N/A	1	\$1,309.52	\$1,309.52	\$109,999.68
Transistion	SITA	Transistion Service	1	N/A	1	\$163.55	\$163.55	\$13,738.20
Total (\$USD):							\$7,006.24	\$588,524.16

Maintenance and Support								
Ongoing Support Fees								
Item	Manufacturer	Services	Quantities			7 Year Term Contract		
			Quantity	Spares	Total	Monthly Unit Price (Per Unit)	Monthly Price for Total Units	Total Contract Amount
Maintenance	SITA	Maintenance - SITA Technicians	1	N/A	1	\$136,215.67	\$136,215.67	\$11,442,116.28
Contractors	SBE	Maintenance - Contractor Technicians (SBE)	1	N/A	1	\$75,894.86	\$75,894.86	\$6,375,168.24
Other Tech	SITA	Consumables	1	N/A	1	\$9,404.59	\$9,404.59	\$789,985.56
Administrator(s)	SITA	Site Administrator	1	N/A	1	\$65,244.09	\$65,244.09	\$5,480,503.56
Office	SITA	Miscellaneous Office Costs	1	N/A	1	\$12,328.23	\$12,328.23	\$1,035,571.32
Software License - Workstations	SITA	AirportConnect Platform Software License	718	N/A	718	\$43.95	\$31,556.10	\$2,650,712.40
Software License - Kiosks	SITA	CUSS Platform Software License	95	N/A	95	\$36.98	\$3,513.10	\$295,100.40
Core Server Software & Licenses	SITA	Server Software & Licenses (Annual Maintenance)	1	N/A	1	\$1,910.94	\$1,910.94	\$160,518.96
Maestro Software	SITA	Maestro - Software Maintenance	1	N/A	1	\$1,230.77	\$1,230.77	\$103,384.68
BagMessage	SITA	North & South Terminal	1	N/A	1	\$12,446.75	\$12,446.75	\$1,045,527.00
Beacon Support & Mobile App Support	SITA	Application support	1	N/A	1	\$8,220.21	\$8,220.21	\$690,497.64
BagMessage (Central Terminal)	SITA	BagMessage Data Subscription	1	N/A	1	\$6,213.02	\$6,213.02	\$521,893.68
MIA OTS Software	Supplier	3rd Party Software - Core	1	N/A	1	\$1,272.61	\$1,272.61	\$106,899.24
Beacons	SITA	Replacement/Spares Replishnessment	30	N/A	30	\$31.07	\$932.10	\$78,296.40
Logistics	SITA	Shipping Defective Equipment	1	N/A	1	\$73.96	\$73.96	\$6,212.64
Consumables	SITA	Printhead Replacement (ATB/BTP)	1	N/A	1	\$1,005.56	\$1,005.56	\$84,467.04
Platform Support	SITA	Central Services (Problem or Change Management)	1	N/A	1	\$798.82	\$798.82	\$67,100.88
Total (\$USD):							\$368,261.38	\$30,933,955.92

Total Contract Value (without 10% Allowance):								\$37,029,101.76
10% Allowance Total Contract Amount								\$3,702,910.18
Total Contract Value (with 10% Allowance):								\$40,732,011.94
Total Monthly Price (without 10% Allowance):								\$440,822.64