

Memorandum



Date: May 3, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(F)(2)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-408-22

Subject: Recommendation for Approval to Award Biometrically Enabled Common Use
Passenger Processing Solution

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, to the highest responsive and responsible proposer for *Contract No. RFP-01474, Biometrically Enabled Common Use Passenger Processing Solution* to SITA Information Networking Computing USA, Inc. for the Miami-Dade Aviation Department in the amount of \$9,143,650 for a seven-year term. The contract will provide the County with increased operational efficiency for the airport and its airlines by using biometric technologies that have facial recognition functionalities. There is no existing or previous County contract for these services.

The County received six responses to the solicitation, of which three have local addresses. Although responsiveness issues were identified in five of the six proposals, the County Attorney's Office ultimately deemed the five proposals responsive. The recommended proposer has a local address. The Small Business Enterprise measures do not apply as none of the certified SBE's were able to meet the project requirements.

To encourage vendor participation, prior to the advertisement, firms identified through market research were contacted to survey if they were able to provide the services required for this turn-key project. In addition, the scope of work was posted on the County's Future Solicitations website for the vendor community to preview the upcoming contract opportunity.

Background

On October 9, 2020, the Strategic Procurement Division of the Internal Services Department issued a competitive Request for Proposals (RFP), on behalf of the Aviation Department, to obtain proposals from qualified and experienced firms to enter into a non-exclusive agreement to provide a Biometric Passenger Processing Solution (BPPS).

The contract provides for a BPPS that will be installed at each of the domestic and international gates at Miami International Airport (MIA). The BPPS will interface with the Common Use Passenger Processing System (CUPPS)/Common Use Terminal Equipment (CUTE), US Customs & Border Protection's (CBP) Traveler Verification System (TVS), and airline systems installed throughout MIA. The contract will be a turnkey solution and will include software licenses, hardware, implementation, configuration, testing, planning, documentation, warranty and training, as well as maintenance and support services. The BPPS will service departing passengers on international flights, providing all functions related to passenger boarding and biometrics. SITA has extensive global expertise in the implementation and support of airport solutions and systems on common use platforms, as well as the knowledge and experience of working with airlines in the integration, onboarding, and operation of these solutions.

Scope

Miami International Airport is located within District 6, which is represented by Commissioner Rebeca Sosa; however, the scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the seven-year term is \$9,143,650. There is no existing or previous County contract for these services.

Department	Allocation	Funding Source	Contract Manager
Aviation	\$9,143,650	Proprietary	Maurice Jenkins
Total:	\$9,143,650		

Track Record/Monitor

Lydia Osborne of the Internal Services Department is the Strategic Procurement Division 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

A Request for Proposals was issued under full and open competition. Six proposals were received in response to the solicitation. A total of 7,138 vendors were notified, of which 95 viewed the notification.

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	8333 NW 53 Street Doral, FL	19	Diana Einterz
			0.44%	

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

Vendors Not Recommended for Award

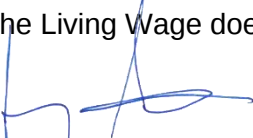
Vendor	Local Address	Reason for Not Recommending
Materna IPS USA Corp.	No	Evaluation Scores/Ranking
PRE, LLC d/b/a Pangiam	No	
SAFESky, Inc.	No	
Secured Technologies, Inc.	Yes	
Vision-Box Systems, Inc.	Yes	

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 vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- The Small Business Enterprise measures do not apply as none of the certified SBE's were able to meet the project requirements.
- Local Preference was applied.
- The Living Wage does not apply as the services are not covered under the Ordinance.


Jimmy Morales
Chief Operations Officer

**COUNTY ATTORNEY
MIAMI-DADE COUNTY, FLORIDA**



David M. Murray
Assistant County Attorney
dmmurray@miami-airport.com

AVIATION DEPARTMENT
P.O. BOX 025504
MIAMI, FLORIDA 33102-5504
Phone: (305) 876-7040
Fax: (305) 876-7294

MEMORANDUM

TO: Hendry Lopez
Procurement Contracting Officer
Internal Services Department

FROM: David M. Murray
Assistant County Attorney *2*

DATE: August 11, 2021

SUBJECT: Responsiveness Opinion - RFP-01474
Biometrically Enable Common Use Passenger Processing Solution

This memorandum supersedes and replaces the memorandum dated March 25th, 2021, issued by this office in this matter. In that prior memorandum, you asked whether Materna IPS USA, Corp., Safesky, Inc., and SITA Information Networking Computing USA, Inc. were responsive, as none submitted information regarding their integration costs; the price form, as altered in Addendum 3, asked proposers to supply costs for integration. Notwithstanding, however, Addendum 3 also altered the sections of the RFP related to price evaluation, and provided that:

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

As the solicitation expressly stated that integration costs will not be evaluated, the omission of this information by the three above proposers is a non-material deviation and can be waived. *see Robinson Electric v. Dade County*, 417 So.2d 1032 (Fla. 3rd DCA 1982) ("we hold that the purpose of competitive bidding is to secure the lowest responsible offer and that the County may waive minor irregularities in effectuating that purpose"). Accordingly, Materna IPS USA, Corp.,

Safesky, Inc., and SITA Information Networking Computing USA, Inc are responsive and may be considered for award.

You have additionally asked whether or not firms may, after proposals have been opened but prior to ranking, substitute key personnel. Key personnel is an express evaluated criteria of the RFP, see Section 4.2 of the Solicitation. Allowing a bidder to supplement their proposal with new or additional key personnel, after proposals are open and public, would provide a bidder with a competitive advantage and is therefore impermissible.¹ See *Patock Construction v. New Jersey Schools Development Authority*, 2014 WL 85300 (N.J. Superior. Ct., App Div., 2014); *Conley and Associates v. U.S.*, 142 Ct. Cl. 177 (2019) citing *Fulcra Worldwide, LLC v. United States*, 97 Fed.Cl. 523, 540 (2011). These bids must be evaluated as presented, and the Selection Committee should be advised to disregard the qualifications of team members who the County knows are no longer part of the relevant team.

¹ Note that a proposer providing additional factual information regarding that proposer, at oral presentations or before, is materially different than a proposer seeking to add additional features, personnel, or an altered approach. The County may always consider additional factual information regarding a proposer which exists independent of the particular bid at issue.



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 3, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, 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)(2)
5-3-22

RESOLUTION NO. _____ R-408-22

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-01474 TO SITA INFORMATION NETWORKING COMPUTING USA, INC. FOR THE PURCHASE OF BIOMETRICALLY ENABLED COMMON USE PASSENGER PROCESSING SOLUTION FOR THE MIAMI-DADE AVIATION DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED \$9,143,650.00 FOR THE SEVEN-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves award of Contract No. RFP-01474 to Sita Information Networking Computing USA, Inc., in substantially the form attached and made a part hereof, for the purchase of Biometrically Enabled Common Use Passenger Processing Solution for the Miami-Dade Aviation Department in a total amount not to exceed \$9,143,650.00 for the seven-year term; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to 2-8.1 of the Code of Miami-Dade County and Implementing Order 3-38.

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

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

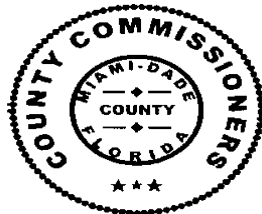
The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of May, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by 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

Basia Pruna

By: _____
 Deputy Clerk



Approved by County Attorney as
 to form and legal sufficiency.

DMM

David M. Murray

Biometrically Enabled Common Use Passenger Processing Solution**Contract RFP- 01474****Recitals Page**

This Agreement for the provision of a Biometrically Enabled Common Use Passenger Processing Solution, made and entered into as of this _____ day of _____ (Contract Effective Date) by and between SITA Information Networking Computing USA Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 3100 Cumberland Blvd., Suite 900, Atlanta, GA 30339 (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 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Biometrically Enabled Common Use Passenger Processing Solution, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals RFP-01474 and all associated addenda and attachments, and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated November 30, 2020, (the "Contractor's Proposal") which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Biometrically Enabled Common Use Passenger Processing Solution for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS AND ACRONYMS

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

1. The words **"Additional Services"** to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
2. The words **"Agreement"** or **"Contract"** to mean the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
3. The words **"Article"** or **"Articles"** to mean the terms and conditions delineated in this Agreement.
4. The word **"Airport"** or acronym **"MIA"** to mean Miami International Airport.
5. The acronym **"BPPS"** to mean biometric passenger processing solution.
6. The word **"Board"** to mean the Board of County Commissioners of Miami-Dade County.
7. The word **"Code"** to mean the Code of Miami-Dade County, Florida.
8. The words **"Contract Effective Date"** to mean the date on which this Agreement is effective as listed on the Recitals page. The words **"Contract Manager"** to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
9. The word **"Contractor"** to mean SITA Information Networking Computing USA Inc. and its permitted successors.
10. The word **"County"** to mean Miami-Dade County, a political subdivision of the State of Florida.
11. The words **"CUTE"** and/or **"CUPPS"** to mean Common Use Passenger Processing System (CUPPS)/Common Use Terminal Equipment (CUTE) currently used at MIA.
12. The acronym **"CBP"** to mean Custom and Border Protection.
13. The word **"Days"** to mean Calendar Days.
14. The word **"Deliverables"** to mean all Licensed Software and Documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
15. The words **"Developed Works"** to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
16. The words **"Department"** or acronym **"MDAD"** to mean the Miami-Dade Aviation Department.
17. The word **"Departure Control Systems (DCS)"** to mean an airline's system used at an airport(s) to manage operation, which includes managing the information required for airport

check-in, printing boarding cards, baggage acceptance, boarding, load control and aircraft checks.

18. The words “**Deposit Materials**” to mean the source code consisting of the Licensed Software as well as any custom code developed to meet the requirements of Appendix A - Scope of Services.

19. 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.

20. The word “**Documentation**” to mean all manuals, and other related materials pertaining to the Solution which are furnished to the County by the Contractor.

21. The words “**Extra Work**” or “**Additional Work**” to mean additions or deletions or modifications to the amount, type or value of the Services as required in this Contract, as directed and/or approved by the County.

22. The words “**Final Acceptance**” to mean the County's written approval and acceptance of products/services stated in the Scope of Services and have been performed and/or provided by the Contractor.

23. The words “**General Allowance Account**” to mean an account in which the stated dollar amount is included in this Agreement, per Appendix B - Price Schedule, for the purpose of funding unforeseen conditions including, but not limited to, Additional Services, professional services, devices, and hardware which shall be authorized by Purchase Order prior to the commencement of the Work.

24. The words “**Go Live**” to mean the date that the fully delivered Solution, accepted by the County, is used in a production environment.

25. The words “**Licensed Software**” to mean said product as described in Article 39. Proprietary Rights.

26. The word “**Maintenance**” to mean any activity intended to eliminate faults, to improve or to keep the Solution in satisfactory working condition, including tests, measurements, repairs, adjustments, or security, version and bug fix changes and updates.

27. The words “**Project Manager**” to mean the County Mayor or the duly authorized representative designated to manage the Project.

28. The words “**Related Parties**” to mean any business entity in which management has a direct or indirect ownership interest or in which a parent company or joint venture partner of

Management has a direct or indirect ownership interest, irrespective of the percentage of ownership.

29. The acronym "**SAT**" to mean system acceptance test.

30. The words "**Scope of Services**" to mean the document appended hereto as Appendix A, which details the services to be performed by the Contractor.

31. The words "**SITA Field Services**" to mean Contractor's field engineers who provide hardware and software support and Maintenance of the Solution located at MIA.

32. The word "**subcontractor**" or "**subconsultant**" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

33. The word "**Solution**" to mean the total complement of Licensed Software, services, customizations, developed works, and all other items, tangible and intangible, designed to operate as an integrated group in order to provide the Solution functionality outlined in the Scope of Services.

34. The words "**Third Party Users**" to mean those individuals or entities authorized by the County to perform services, access the Solution, review information, and make inquiries.

35. The word "**Updates**" to mean periodic releases of the Licensed Software that may contain fixes or incremental enhancements to the Licensed Software and are included in Maintenance.

36. The word "**Upgrades**" to mean periodic releases of the Licensed Software that contain significant enhancements that may include changes necessary to accommodate changes in the hardware platform, database platform, operating system or major changes in capability and functionality.

37. The words "**Work**", "**Services**" or "**Project**" to mean all matters and things required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Price Schedule (Appendix B), 4) the Miami-Dade County's RFP-01474 any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

A. References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

B. Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

C. The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

D. The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.

E. The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.

F. The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

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

B. The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

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

D. The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Contract. 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 make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees

to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date stated on the Recitals page and shall continue through the last day of the 7th year.

ARTICLE 6. EXTENSIONS

The County, at its sole discretion, may renew this Contract for an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

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
Miami-Dade County
Aviation Department
Attention: Director ISD/Telecommunications
Phone: (305) 876-0934
E-mail: mjenkins@flymia.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.contract.management@sitaaero

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

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 Contract. The compensation for all Services performed under this Contract, including all costs associated with such Services, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to **Appendix B – Price Schedule**. Invoices and associated back-up documentation shall be submitted to the Project Manager as named in Article 7 - Notice Requirements, for Approval. All invoices shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

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

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

Miami-Dade County

Attention: _____

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

ARTICLE 10. PRICING

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

ARTICLE 11. DELIVERY

In accordance with this Agreement, the Contractor shall furnish and make the Solution and/or components operational in a phased approach, consistent with the agreed upon schedule as contained in Exhibit A, such that initial phase of the Solution that is operational, will occur within 278 calendar days from the date the notice to proceed is issued by the County. Delivery timeline dependent on MDAD responsibilities in Scope of Services and airlines' cooperation to develop and test required integration according to Contractor schedule.

The Contractor shall be responsible to provide all items, labor, and services necessary for proper executions and completion of the Work, in accordance with the conditions of this Agreement and all exhibits, which are expressly incorporated here, except as expressly provided otherwise.

ARTICLE 12. IMPLEMENTATION OF SERVICES

- A. If the Contractor fails to provide Deliverables within the time specified or if the Solution delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the Deliverable in totality or may accept any portion of Deliverable and reject the balance of the Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or updated Deliverable within a mutually agreed upon time period following the Contractor's receipt of the County's rejection notice.
- B. The Contractor shall bear the risk of loss or damage to the Deliverable until Final Acceptance by the County, except loss or damage arising solely from the negligence or willful acts of the County.
- C. The Contractor agrees to install the Solution at the County's facilities, and agrees to commence installation of the Solution according to the implementation timeline stated in the Scope of Services, unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal

business hours whenever possible. However some services may be required outside of normal business hours to accommodate County operations. Services to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services without interruption and in accordance with the implementation timeline, so that such Solution is in good working order and ready for use by the dates set forth in the timeline.

- D. Contractor agrees to perform the implementation hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate all work with the Project Manager and/or County personnel performing work to complete Solution installation. The County shall be responsible for resolving all disputes relating to site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Solution. The County shall attempt to provide storage space for the Contractor.
- E. Unless otherwise agreed by the County, Contractor agrees as part of the implementation to perform all required services to successfully achieve all objectives set forth in the Scope of Services, including, but not limited to, (a) solution configuration; (b) interface development; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other contractors that are supplying peripheral or ancillary equipment required for the use of the Solution; and (g) any additional services necessary to ensure Contractor's compliance.

ARTICLE 13. SOLUTION TESTS

- A. Solution testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Solution in conformance with the requirements of the Contract. This will include an actual demonstration of all required Solution functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating Solution performance.
- B. The Solution shall be subject to numerous tests, including acceptance testing as further defined in the Scope of Services as developed and agreed by both parties. To assure Solution performance, the County's Project manager will coordinate all testing of the Solution and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services.
- C. Failure of the Solution to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the implementation timeline may result in the County withholding payment until satisfactory acceptance is granted to the Contractor. After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Solution require separate testing periods and sign-off from the County's Project Manager prior to Go-Live.

ARTICLE 14. WARRANTY

A. Repair or Replacement of Defective Parts

The Solution and all the 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. Warranty does not cover failures related to County power surges which may cause electrical failures to the devices. The Contractor shall not be liable for any damage or defect to the Equipment caused by improper use of the Equipment or use outside its normal application.

B. Contractor's Standard Equipment Warranty

The Contractor will perform Warranty Management for the products on behalf of MDAD as part of the local Field Services team responsibilities.

- The Contractor warrants to Customer that the hardware, material and labor will be free from defects of workmanship and materials for the life of the contract.
- The Contractor undertakes, at its option and following the guidance or the manufacturer, to repair or replace such Equipment (other than consumable items) which is found to be defective as a result of faulty materials or workmanship within the applicable Warranty Period.
- The Contractor shall not be liable for a breach of the Warranty if:
 - Customer makes any further use of Equipment in respect of which it has given written notice under the item above; or the defect arises because County failed to follow Contractor's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment; or
 - County alters or repairs the relevant Equipment without the written consent of the Contractor.
- Any repaired or replacement Equipment shall be under warranty for the unexpired portion of the Warranty Period.
- The Contractor shall not be liable for any damage or defect to the Equipment caused by improper use of the Equipment or use outside its normal application.
- **Remedies:**
 - In the event of any claim by County under the Warranty, County shall notify Contractor in writing of the alleged defect.
 - The Contractor shall have the option of testing or inspecting the Equipment at its current location or moving it to the Contractor's premises (or those of its agent or sub-contractor) at the cost of the Contractor.
 - If the County's claim is subsequently found by the Contractor to be outside the scope or duration of the Warranty, the costs of transportation of the Equipment, investigation and repair shall be borne by Customer.

- The Contractor will open a RMA with the relevant supplier, vendor, Subcontractor, or directly with the Contractor's manufacturing team in Burlington. The Contractor will manage this process and provide all necessary details of the defect.
 - The supplier/vendor/Subcontractor/the Contractor will provide a necessary resolution time, typically within 14 days, depending on the availability of the part.

C. Extended Warranty

The Solution and all the equipment shall be covered under an extended warranty by the Contractor. The extended warranty begins when the original warranty as per sub-section B above 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 15. FUNCTIONALLY EQUIVALENT SOFTWARE

In the event the Solution is no longer supported, and the Contractor provides successor software products (e.g., software products based on a new technical architecture) ("successor products") with substantially similar price, features, and functionality to the Solution during the Contract Term, including any extensions thereof The County, at its sole discretion, may transfer the Solution to the Successor Products, for no additional license fees, as long as there are no hardware changes required to support the same system. In the event the County elects to transfer the license of the Solution to the Successor Products, the County shall return to the Contractor the original Licensed Software that is not supported by the Contractor and pay the new maintenance fees for the Successor Products and/or services, third party hardware and software associated with the transfer to the Successor Products at mutually agreed cost.

ARTICLE 16. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A.** 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 offices, 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.
- B.** 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 17. INSURANCE

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

- A. Workers' Compensation, as required by Chapter 440, Florida Statute.
- B. Commercial General Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.
- C. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit for bodily injury and property damage liability. Under no circumstances are vehicles permitted on the AOA without increasing automobile coverage to \$5,000,000. Only company owned or company leased vehicles leased from a leasing company will be permitted on the airfield. NO such vehicles shall be permitted airfield access following acceptance of the work.
- D. Professional Liability Insurance (Errors and Omissions), in an amount not less than \$1,000,000 per claim with the deductible per claim, if any, not to exceed 10% of the limit of coverage. This insurance shall be maintained for one year after the completion and acceptance by the Owner of the Services performed pursuant to this Agreement.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by 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 18. MANNER OF PERFORMANCE

- A.** The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B.** The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- C.** The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D.** The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses

as necessary to perform the Services described herein, in a competent and professional manner.

- E. The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 19. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 20. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21. DISPUTE RESOLUTION PROCEDURE

- A. The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- 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.

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

ARTICLE 22. MUTUAL OBLIGATIONS

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

ARTICLE 23. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 24. AUDITS

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 Services or Solution provided to the County pursuant to 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.

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 25. 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. However, such substitution shall not become effective until the County has approved said substitution, provided the County provides its approval within two (2) business days of Contractor's request to approve. Should the County not provide its approval within two business days, Contractor may proceed with the substitution.

ARTICLE 26. 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 27. SUBCONTRACTUAL RELATIONS

- A.** If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B.** The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other

information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

- C. Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- E. The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 28. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. While the Contractor accepts all risk associated with using this information, the County acknowledges and agrees that Contractor's assumptions for the basis for the proposal and pricing and should such assumptions be incorrect, Contractor reserves the right to make a change request.

ARTICLE 29. 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 30. TERMINATION AND SUSPENSION OF WORK

- A.** This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default and fails to cure said Event of Default, or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- B.** This Agreement may also be terminated for convenience by the County. Termination for convenience is effective 120 days from the termination date stated in the written notice provided by the County. On termination of the Service(s) prior to the expiration of the Contract term for any reason, Contractor shall have no claim for lost profits, loss of opportunity, or other indirect costs, and shall be solely entitled to charge:
- a. Any costs through the date of termination including but not limited to:
 - i. all unpaid upfront investment costs incurred by Contractor for procurement of equipment, delivery, and implementation of the Service (including for delivery and installation of any Software and/or Equipment); and
 - ii. any charges and penalties imposed by subcontractors and suppliers of Contractor, which Contractor is unable to avoid using commercially reasonable efforts; and
 - iii. any de-installation and disposal charges.
- C.** The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
- If County terminates this Agreement for cause under Article 30 above, the County may at any time, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- D.** In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and

vi. reimburse the County a proration of paid annually based on the remaining months of the term per the compensation listed in Appendix B.

E. In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

1. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. 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.

F. All compensation pursuant to this Article are subject to audit.

G. In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 31. EVENT OF DEFAULT

A. An Event of Default shall mean a breach of this Agreement by the Contractor, and includes but is not limited to 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 staff 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. 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:

1. treat such failure as a repudiation and/or material breach of this Agreement; and
2. 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.

ARTICLE 32. 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 Effective Termination Date.

ARTICLE 33. REMEDIES IN THE EVENT OF DEFAULT

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

- A. 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
- B. 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 34. LIQUIDATED DAMAGES

MDAD shall impose liquidated damages for failing to achieve the required service levels, non-responsiveness, or failure to complete scheduled Move Add and Change (MAC) work within the designated time schedule, and other performance measurements as more fully described below:

	<u>Performance Measurement</u>	<u>Liquidated Damage</u>
1.	Solution Infrastructure availability time should be 99.5%. The Contractor may be subject to a penalty if the Solution does not meet the availability time. The availability time is based on a 24 hours, seven (7) days a week, and 365 days a year.	Contractor shall credit MDAD at a rate of \$500 per day.

2.	Failure of Contractor to resolve or implement an MDAD approved work-around within four (4) hours from notification and approval from County of critical or major problems.	Contractor shall credit County at a rate of \$2,500 per day for every critical or major classified problem that is either not resolved or implemented and does not have a County approved workaround within four (4) hours of the problem.
3.	All projects, MACs, new installations, or provisioning should be completed per the mutually agreed upon schedule and or the time frame if specified in this Agreement. If completion is not within ten percent (10%) of the schedule/goal, penalties will be invoked.	Missed deadlines will be assessed by County 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 due date.
4.	Three or more documented complaints in any given month from County Management or Users / Tenants regarding the Contractor's responsiveness, or inability to complete restoration in a timely manner should result in penalties being invoked.	Contractor shall credit County at a rate of \$250 per incident.

A. Note: County and the Contractor recognize that the extent and calculation of damages may be difficult to ascertain, therefore, they agree that liquidated damages in the amount stated are reasonable and is in lieu of all other remedies.

B. Infrastructure Availability shall be defined as the set of servers deployed at MIA which support the Contractor's solution (these servers were provisioned for under the Common Use Terminal Equipment and Common Use Passenger Processing Systems Support and Maintenance Services (Contract No. L-10047) and required to support the Contractor's solution for this Agreement. The infrastructure excludes any client devices (Self Boarding gates, Facepods, workstations, readers, etc.) which may be connected to the County's LAN. The infrastructure also excludes any service which is dependent on the CBP TVS, County provided internet, and / or any data and power connectivity provided by the County.

1. Infrastructure Availability achieved is measured against the Service Availability Target and is calculated as a percentage of the Maximum Service Availability Period. The table below contains a calculation (**provided as an illustration only**) of Service Availability Achieved during a Measurement Period of three calendar months.

A quarter based on 90 calendar days = 129,600 minutes (for a Service Cover Period of 24 hours x 7 days a week)

- Scheduled Downtime and/or Unscheduled Permitted Downtime = 240 minutes
- Time related to Force Majeure Events and/or Exclusions = 240 minutes
- **Maximum Service Availability Period = 129,120 minutes**
- Unplanned Outages = 600 minutes

- **Service Availability Achieved for relevant Measurement Period = $((129,120 - 600) / 129,120) * 100 = 99.53\%$**
- If Service Availability Target = **99.5%**, the target is exceeded.

All liquidated damages shown above shall be cumulative. The cumulative amount of all liquidated damages shall not exceed \$125,000 per calendar year. The liquidated damages shall be deducted from the Contractor's invoice amount for the month. These liquidated damages shall not apply to the Contractor's invoice amounts that are attributable to third party intervention, or any external events outside the Contractor's control.

ARTICLE 35. FORCE MAJEURE

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

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

ARTICLE 36. PATENT AND COPYRIGHT INDEMNIFICATION

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

ARTICLE 37. 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 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. 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 38. PROPRIETARY INFORMATION

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

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

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

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

ARTICLE 39. PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder 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, 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 **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 40. PROTECTION OF SOFTWARE

- A. The County agrees not to modify, reverse engineer, disassemble, or decompile the Licensed Software, or any portion thereof.
- B. The County further acknowledges that all copies of the Licensed Software in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any License Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Licensed Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

ARTICLE 41. SOFTWARE MODIFICATIONS

- A. The County shall periodically request that the Contractor incorporate certain features, enhancements or modifications into the Solution.
- B. When requested by the County, the Contractor shall provide the requested Solution enhancements/modifications. Upon the County's request for such enhancements/modifications the Contractor shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a price proposal including all costs pertaining to furnishing the County with the enhancements/modifications.
- C. After the SOW has been accepted, detailed requirements and design documents shall be submitted illustrating the complete financial terms that govern the Project SOW, proposed staffing, Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. . Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- D. Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if requested, with written confirmation of the date the enhancements/modification was applied to the Solution, and other Documentation relating to the Software and or enhancements/modification thereto. Further, Contractor shall ensure that such modifications are included as part of its deposit into the software escrow in accordance with Article 55.

ARTICLE 42. 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 vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

The Contractor confirms its knowledge of and commitment to comply with the following

- | | |
|---|---|
| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> | <p>(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</p> |
| <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)</p> | <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County)</p> |
| <p>3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County)</p> | <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County)</p> |
| <p>4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County)</p> | <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> |
| <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County)</p> | <p>11. Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit
(Section 448.095, of the Florida State Statutes)</p> |
| <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> | <p>12. Miami-Dade County Pay Parity Affidavit
(Resolution No. R-1072-17)</p> |
| <p>7. Miami-Dade County Code of Business Ethics Affidavit</p> | <p>13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution No. R-919-18)</p> |
| | <p>14. Office of the Inspector General</p> |

(Section 2-1076 of the Code of Miami-Dade County)

Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.

15. Small Business Enterprises

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

16. Antitrust Laws

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

B. Conflict of Interest and Code of Ethics

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

ARTICLE 43. 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 of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the 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 44. 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 clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.

- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) 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.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

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 "f" through "k" above.

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

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 45. 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 46. 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:

1. 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
 2. is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 47. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

ARTICLE 48. 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 49. 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 50. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

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

ARTICLE 51. LIENS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 52. 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/firsource/>.

ARTICLE 53. 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 by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and

at a cost that does not exceed the cost provided in Chapter 119, 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.

The County shall have no liability to Contractor hereunder for providing any records, documents, or information which a Court of competent jurisdiction has deemed to be public records, whether or not such records, documents or information are deemed by the Contractor to be trade secret or proprietary. To the extent the Contractor contests the provision of any such record, document, or information pursuant to a public records request, Contractor waives all claims for damages against the County related to such request, and shall have no claim, at law or equity, for attorney fees or costs against the County, its employees, officers, or agents. Notwithstanding, nothing herein shall constrain the Contractor from maintaining an action for injunctive relief against the County, or any action against any third party.

In the event that the County, its employees, officers, or agents, in response to a public records request for material that the Contractor deems to be trade secret/proprietary, is subjected to litigation, Contractor shall, at the request of the County, indemnify, defend, and hold harmless the County from such litigation, and shall pay all costs associated therewith, including attorney's fees, costs, appellate fees, and all judgments rendered against the County, without limitation.

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 54. GRANT OF LICENSE

- A. Contractor agrees to provide the County with the Solution and Documentation in accordance with the provisions contained within this Agreement.
- B. The County shall be provided with a limited, , non-transferable, non-exclusive license to use the Solution during the term of this Agreement, as provided herein.. Such license shall not be construed to be any license to source code for any component of the Solution.

ARTICLE 55. THIRD-PARTY SOFTWARE ESCROW SERVICES

A. MULTIPARTY AGREEMENT BETWEEN THE AGENT AND THE COUNTY

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

The Contractor will provide a multi-party agreement between the third-party escrow agent, the County, the Contractor and separately, as applicable, any third-party software provider, which ensures that there is a binding obligation on parties providing software that form part of the Solution to provide the software to the escrow agreement. The agreement will further ensure that the County has the defined legal rights to access the materials in escrow if one of the release conditions are triggered.

The Contractor's price is for an initial escrow deposit for the software from each supplier of software. The software upon deposit will undergo a media check, which ensures that the material deposited is free of malicious virus, accessible and of the expected type. A media check involves the checking for the following: viruses, the ability to read the media, software compression; password/encryption and source code is provided.

The occurrence of a release condition, which includes filing for bankruptcy, cessation of the business line by the supplier, material breach or involuntary petition for bankruptcy, triggers a petition to the escrow agent whereby the code would be released in accordance with the third-party software escrow agreement.

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

B. SOFTWARE LICENSE TERMS

1. The Contractor hereby grants to the County, an annual, nonperpetual, non-transferrable, non-exclusive, irrevocable site license to use Licensed Software in accordance with the provisions of Article 39.D for the term of this Agreement.
2. The Contractor shall require that its subcontractors and contractors also grant to the County and/or their agents, contractors and vendors, a , non-exclusive, irrevocable site

licenses to use the third party software, for the term of the Agreement, in both source and object form for any purpose not expressly forbidden by the terms hereof.

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

C. SCOPE OF LICENSE

The Contractor provides a Site License which supports US Exit Biometric boarding using CBP TVS to be used on any and all Contractor-approved biometric equipment configurations of whatever make, manufacture and/or model, owned, controlled or contracted for, by the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County or which may assume the responsibilities of the County or any successors of the County, for use with the Contractor's Solution. Irrespective of the number of equipment configuration(s) controlled by the County upon which the Licensed Software is used, the County shall pay only one license fee (Site License), which license fee is set forth herein, provided however that the County orders such Licensed Software.

ARTICLE 56. SERVICE LEVEL AGREEMENT (SLA)

The Contractor shall provide on-call technical support services to ensure optimal performance of the System, including all components, 24 hours per day, 7 days per week, 365 days per year. This shall include remote diagnostic tools to detect and correct application errors in the software component.

The table below reflects the response time for the types of incidents. This information is subject to change based on the County's discretion.

Incident Category	General Description	Resolution Target Time
Category 1 (Major/Urgent)	System is non-functional. This includes but is not limited to the following: - Severely impacting the ability to process passengers. - Loss of data and connection failure in the platform's Core Infrastructure.	Resolution of the problem shall be resolved within 30 minutes following the initial call by the County to the Contractor.
Category 2 (Medium)	The system is functional but the ability to process passengers effectively has been affected.	Resolution of the problem shall be resolved within 60 minutes following the initial call by the County to the Contractor
Category 3 (Minor)	System errors not considered a category 1 or 2, but is affecting the passenger	Resolution of the problem shall be resolved within 90 minutes following the

	processing adversely (example: full failure for one Gate Position).	initial call by the County to the Contractor
Category 4 (Low/No Impact)	Business inconvenience or no impact to passenger processing; can be a small configuration change to the application or reporting (examples: change of font or text prompts or a failure on a peripheral - HW or SW related - at the Gate Position).	Resolution of the problem will be the Next Business Day.

The Contractor shall:

- Record all tickets and associated resolution times and the percentage shall be measured over each calendar month.
- Work with designated County Staff on various levels of support, including working to resolve Help Desk Tickets related to the installed system.
- Should be primary contact for MDAD IT Service Desk Tickets associated with the installed System.
- Meet the Service Levels for problem resolution and escalation as shown herein.
- 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.
- The Service Levels stated herein define the minimum levels that shall be delivered to County and its Users during the maintenance period.
- The Service Levels and Escalation procedures may be modified by mutual agreement of both parties throughout the term of the Maintenance Period.
- Any failure caused by malfunction of an interfaced system or associated third party network communications (such as the CBP TVS service and internet connectivity required for the Solution) are excluded from the Service Levels. However, all such problems shall be assigned for "Ownership" until the problem is resolved.
- In the event of illness or staff changes, have the ability to adjust shift time, until such time as local manpower coverage is normalized at no additional cost to the MDAD.

The following five (5) error conditions may occur with the facial capture solution:

- Dataset not found: The CBP TVS photo gallery does not exist for the information requested. I.E., the flight number submitted by the airline in the verification request to TVS is invalid.

- **Dataset not yet assigned:** The CBP TVS gallery is not yet populated for the requested flight. The TVS is generally populated six (6) hours before the flight's scheduled departure time; therefore, for any verification request submitted more than 6 hours before departure will result in an error.
- **Face not detected:** The face cannot be detected from the photo provided to the Identify request. For instance, head-angle, hats, sunglasses, or reflective eyeglasses where the points of measure are obscured can cause this response.
- **Invalid input:** Mandatory fields in the request are missing. I.e., the verification request sent from the facial capture solution is missing some of the mandatory data fields or does not conform to the TVS Specification requirements.
- **Poor image quality:** the photo image provided to the Identify request is poor. Perhaps due to lighting, camera fault, or other conditions.

Service Model Roles and Responsibilities

The table describes the Contractor's responsibilities.

SITA Group	Team	Key Responsibilities	Scope of activity
Local airport team Level 2	Field Techs	Field Service interventions Spare management (where applicable) Incident resolution (level 2) Preventative maintenance	Server Hardware, Touch-Point and eGates Hardware, Workstation OS, Clients, Anti-Virus Client
Local Site Admins	Server	Incident resolution (level 2) Work order deployment	Server OS, Platform, Active Directory, Anti-Virus Servers
	Security	Incident resolution (level 2) Work order deployment	Firewalls
	Network	Incident resolution (level 2) Work order deployment	LAN (Local Area Network) for Core components

SITA Global Services (SGS) Practices Level 3	SITA Command Center	Incident Resolution (level 3), Problem Management, Release Management, Capacity Management, Availability IT Service Continuity, Security Management – Logical, Documentation, Knowledge Management	Server OS, Platform, Workstation OS, Clients and Touch-Points, Anti-Virus Server, Anti-Virus Client
Airport Service Manager		Client relationship management Continual service improvement Security management - Physical	Overall service management and responsibility for being the Customer Single Point of Contact (SPoC)

ARTICLE 57. 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 58. 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 59. FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

i) Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **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 Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the 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 contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, 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 contract, 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:

- 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);
- 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);

- 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);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 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);
- 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- 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;
- 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);
- 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;
- 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);
- 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).

ii) 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

iii) 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.

ARTICLE 60. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 61. PURCHASE OF ADDITIONAL PRODUCTS/SERVICES

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

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 Appendix 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 Purchase 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 thirty (30) 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.

B. Purchase 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 Purchase Order.
2. Contractor shall submit one lump sum invoice that reflects the total amount of the Purchase Order issued by MDAD.
3. Invoices shall be from approved Purchase Order(s) and shall include the Purchase Order number provided by the County.
4. No Purchase Order issued may modify the terms, conditions, or covenants of this Agreement unless subsequently approved by the Board of County Commissioners.

ARTICLE 62. SCOPE OF SERVICE AND CHANGE IN SERVICES

The Services to be provided under this contract shall be in accordance with the Contractor's Proposal which shall conform to the requirements of Appendix A - Scope of Services for those elements included in the Proposal. The Miami-Dade Aviation Department without, invalidating the Contract, may request Additional Services or make changes by altering, adding to, or deducting from services, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price. Changes in the Services and Contract may only be changed by prior written agreement executed by the parties with proper authorization to do so. Refer to Article 61 herein.

ARTICLE 63. CONTRACTOR PAYMENT MILESTONES

Compensation for Services is subject to the completion milestones contained in Appendix B, Item E, Billing Milestones, which may be amended though not materially altered, by the Department. As compensation for the provision of Services and only if authorized by the Department Purchase Order(s), the County shall pay the Contractor the fees specified in the Purchase Order(s) issued and in accordance with the Contractor Payment Milestones. The County shall have no obligation to issue any Purchase Order(s). Except as provided hereafter or in accordance with Article 62 Scope of Service and Changes in Services, payments for each Milestone shall not exceed the amount of the total compensation as shown on the Appendix B, Billing Milestones.

ARTICLE 64. GENERAL ALLOWANCE ACCOUNT

Pursuant to Section 2-8.1 of the Code, an allowance of ten percent (10%) of the project base estimate, not exceeding \$831,240.90, may be used by the County for unforeseen conditions. Any General Allowance Account expenses shall be approved by the County in advance and authorized by a Purchase Order. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of the County. The unused monies in the General Allowance Account shall remain property of the County. When Service is to be performed under the General Allowance Account, if any, it shall be integrated into the Agreement as a part of the Agreement as awarded.

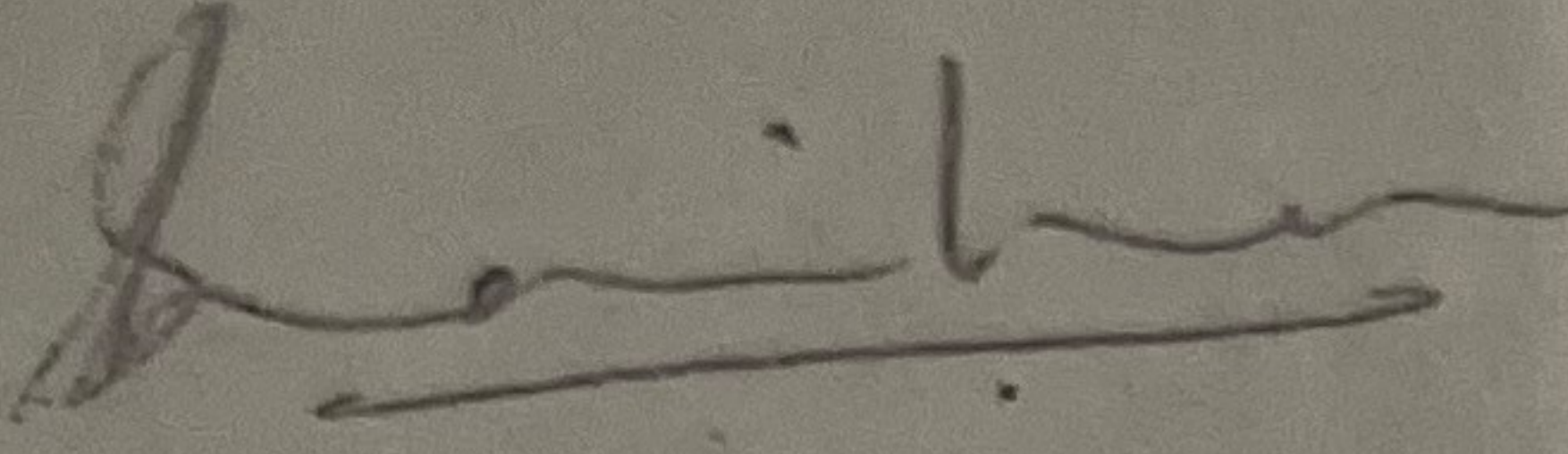
IN WITNESS WHEREOF,

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

Contractor

Miami-Dade County

By:

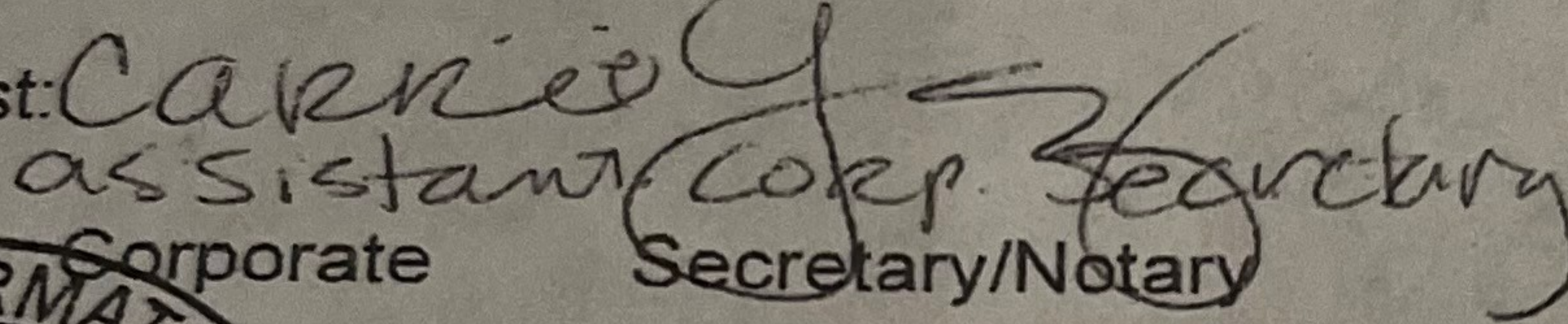


Name: Harihar Subramanian

Title: Regional CFO

Date: Feb, 1, 2022

Attest:


Carrie
Assistant Corp. Secretary
Corporate Secretary/Notary

By:

Name: Daniella Levine Cava

Title: Mayor

Date:

Attest:

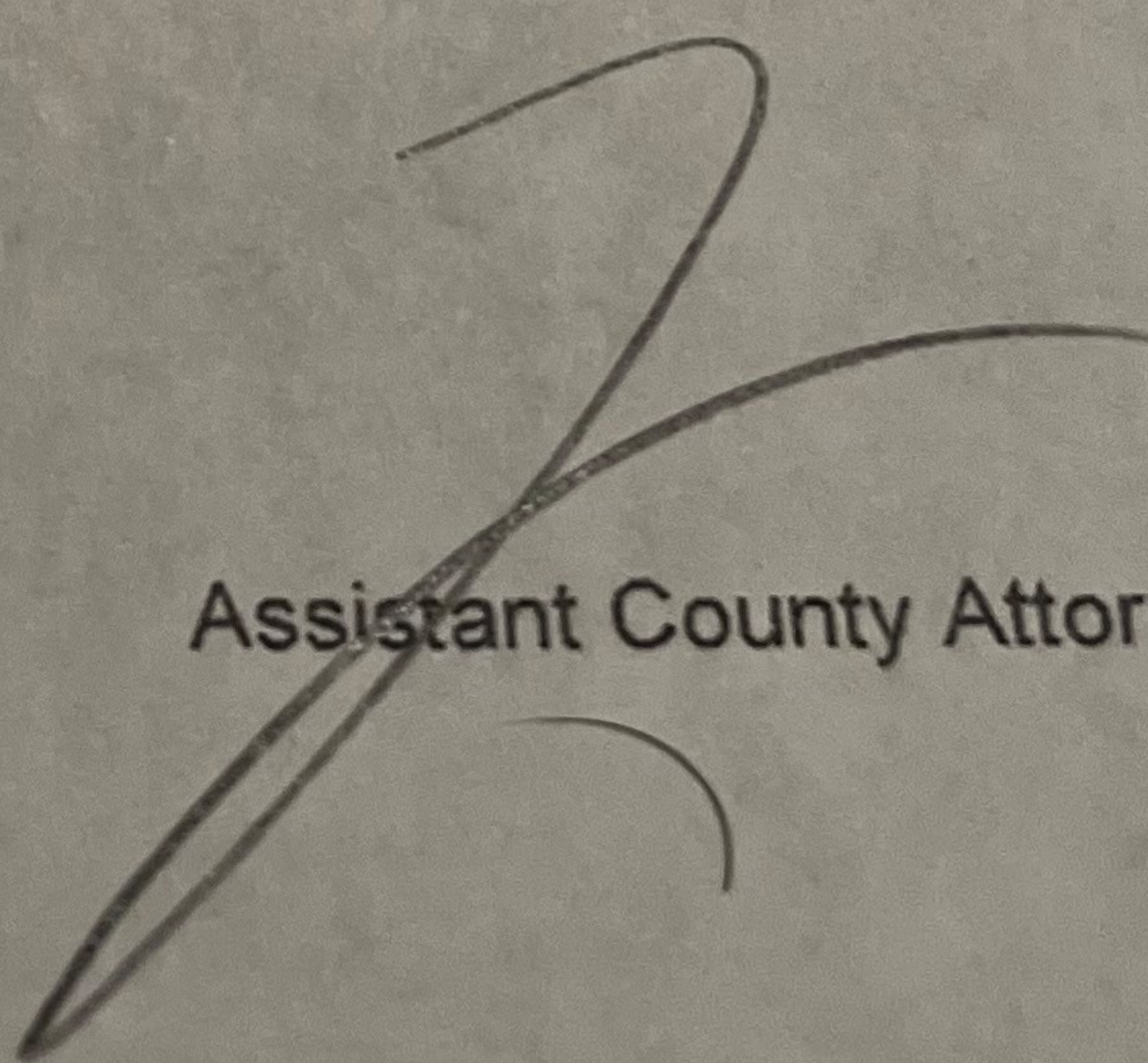
Clerk of the Board



Corporate Seal/Notary Seal

Approved as to form

and legal sufficiency


Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

SECTION 1. BACKGROUND

The SmartPath software, offered as part of the Solution, is designed for the U.S Customs and Border Protection (“CBP”) Biometric Air Exit Program (the “CBP Biometric Exit Program”) whereby CBP offers identity as a service to business sponsors, pursuant to its Business Requirements (“BRD”) issued by CBP. The CBP Biometric Exit Program utilizes a biometric image captured immediately prior to boarding and sends such to CBP’s Traveler Verification Service (“TVS”). TVS uses facial comparison technology to match the photo of travelers who are departing from the United States to an international destination and who not elected to opt-out and have therefore consented to the biometric process, returning a green light at the gate to confirm a match, or a red light, which requires the airline to perform manual boarding and review of identification documents.

The Solution will be integrated into the County’s common-use platform to create a low-touch experience through the combination of biometrics, airline systems integration, and self-service technologies. Passengers at the departure gate may move through international boarding without the need for manual document-checks, queuing, or physical contact. As further detailed in the Additional Alternatives Section below, the County may elect to expand the Solution to support domestic travel using an enrollment model (which could include, mobile, agent assisted, and kiosk enrollment) and to provide for additional biometric validation touchpoints such as bag drop, checkpoint and lounge entries, duty-free and boarding gates to work towards the provision of a curb-to-gate experience.

Under the terms and definitions in the BRD, the County is the business sponsor (“Business Sponsor”), and Contractor is the “System Integrator”.

Capitalized terms not otherwise defined herein have the same meaning as defined in the Agreement.

SECTION 2. THE SOLUTION FOR THE CBP BIOMETRIC EXIT PROGRAM

The Solution base scope is an implementation of the Contractor’s Smart Path infrastructure configured for the CBP Biometric Exit Program pursuant to the BRD as follows.

A. Solution Functionality

Smart Path will interface with the County’s CUTE/CUPPS Systems at the boarding gate where a boarding pass is typically scanned to enable functionality of the CBP Biometric Exit Program.

The key systems and equipment and the corresponding roles in the process are as follows:

1. **TVS** - Information collected during the airline check-in progress, is used by the CBP to construct the TVS gallery for each flight, which correlates the provided biographic data with the corresponding biometric data already on file through IDENT and other Department of Homeland Security systems. This includes photos for all travelers from passport or visa applications as well as previous border crossings and the use of Automated Passport Control, Mobile Passport Control, or physical border control stations. This ‘portrait gallery’ is constructed for each flight and published to the TVS six (6) hours prior to scheduled departure. The information is continually refreshed as passengers check in, risk assessments are completed, and data is reconciled and correlated.
2. **Airline Departure Control System (DCS)** - At the various airline touchpoints (check-in counter, kiosk, bag- drop, boarding gate), the airline uses its DCS to confirm traveler boarding status, seat assignments, selectee-status, and document-verification status. Using the indicators provided by the Transportation Security Administration and CBP,

the airline gate agent is alerted to verify traveler documents, helping to ensure data is entered correctly and ensuring that any errors made during the traveler booking or check-in process have been resolved (typos, misspelling, wrong DOB, incorrect passport number, etc.). As data corrections are made, updates are sent to CBP and the TVS and the information is repopulated in 10-minute intervals, ensuring minimal latency or gap in time, giving all stakeholders access to accurate data in real-time. The DCS is under the sole control of the airline.

3. **Smart Path Hub** – The Contractor’s Smart Path Hub server is the central gateway relaying biometric verification requests from each biometric endpoint device to CBP’s TVS and match results from TVS to each biometric endpoint device. This central service also provides centralized reporting and manages access to TVS by the endpoint devices. Endpoint devices supported by Smart Path Hub include self-service kiosk, agent-managed Desk Pods or tablets, workstations, self-service bag-drop, e-gates, and FacePods. For the Solution, FacePods and Biometric Self-Service Boarding Gates (SBG) will be implemented.
4. **FacePods** – the FacePod will either: a) provide biometric verification through one of two configurations: integration with the Self Boarding Gate (SBG) or integration with a biometric Boarding Gate Reader (BGR), both of which will interface with the airline DCS authorization functions to enable biometric boarding, or b) act as a standard BGR for airlines that are not participating the CBP Biometric Exit Program or for US domestic flights.
5. **SBG** - SBG are electronic gates that will be installed to operate with the FacePods and open to allow the passenger to board the flight if the approval has been received from TVS and the airline, or, from the airline in the case of manual boarding and will have the capability to be installed in a single or multiple-lane configuration neatly adjacent to the boarding podium or desk.

B. Three Modes of Operation:

The Solution will support 3 modes of operation:

1. **Biometric Mode** - Commonly referred as to the 1-step boarding process, whereby the FacePod captures the passenger’s facial image and sends image to CBP TVS. If TVS confirms a match, a UID will be received from TVS and it will be sent directly to the airline’s boarding application and then to the DCS and the SBG will open, enabling the passenger to board. To use the 1-step process, the airline’s boarding application and DCS must be modified to accept the UID in lieu of the traditional IATA Res 792 boarding pass barcode data.
2. **Hybrid Mode** - For airlines whose boarding application and/or DCS cannot support the UID data format, the Solution’s FacePod prompts the passenger to scan their boarding pass using a built-in barcode scanner. While the boarding pass is being scanned, the passenger’s facial image is captured and sent to TVS immediately after the boarding pass is scanned. If the UID is received from TVS, the FacePod will send the scanned boarding pass data to the airline’s boarding application.
3. **BGR Mode** - For airlines that choose not to participate in TVS or for US domestic flights, the FacePod and/or SBG operates as a standard BGR (non-biometric process) where only the passenger’s barcoded boarding pass is scanned.

Each participating airline will be configured in one of the three ways listed above. Should the airline’s DCS not support the 1-step Biometric Mode, Contractor will automatically setup the airline in Hybrid Mode.

For American Airlines (“AA”) specifically: When integrated with AA’s proprietary system at their dedicated gates, the Solution sends the UID via AA’s web services communications channel. The bill of materials for this implementation is included in the contract as described in Section 12.

C. FacePods

Contractor will provide a FacePod to be located at boarding gates designated by the County and will provide integration of the FacePod into the CUTE/CUPPS system as a serial peripheral in compliance with the common use peripheral and IATA Technical peripheral specifications. The FacePod shall offer two configurations: as a biometric SBG and/or as a biometric BGR, which shall provide the biometric verification and airline DCS authorization functions. The FacePod shall function with a low-power PC with an industrial motherboard.

The software on the FacePod shall support the functions, such as the support for airline-specific configurations:

1. One-step (full biometric) or two-step (legacy mode with biometrics) or standard (legacy) BGR modes
2. Text/instructions on the FacePod screen in multiple languages
3. Customized graphics and LED indicators and functional sound effects

The FacePod BGR shall be a stand-alone configuration that can either be bolted to the floor or free-standing. The FacePod BGR shall support hard-wired ethernet connection. Not included as part of the base solution, but offered as optional features, are: (a) Wi-Fi connection and (b) wheels for added mobility.

The following (# 1 through #3) is deemed Sensitive Security Information (SSI):
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

D. BIOMETRIC SELF-BOARDING GATES (SBG)

Contractor will provide a SBG to be located at boarding gates designated by the County and will provide integration of the SBG into the CUTE/CUPPS system as a serial peripheral in compliance with the common use peripheral and IATA Technical peripheral specifications. Additionally, Contractor will provide integration of the FacePod camera and SBG for the capturing and processing of facial images.

- The SBG equipment will be integrated with a 2D barcode boarding pass reader and is connected to the airport IT infrastructure and common use system to update the airline passenger manifest as the passenger proceeds to board the aircraft if the boarding pass is scanned.
- The Contractor will provide multi-lane gate configurations, including one of the lanes as an ADA-compliant lane for passengers in wheelchairs at 900mm-wide. All other lanes will be 700mm wide.
- SBG will have the capability to be installed in a single or multiple-lane configuration neatly adjacent to the boarding podium or desk.
- The passenger interface and gate usage shall have common AEA protocol for SBG devices to guide passengers.

The Contractor shall include a mounting base for each SBG lane which allows for a quicker installation without the need for drilling, coring, or bolting to the floor. The mounting bases shall be removable should the County wish to bolt the units to the floor at the County's sole discretion and expense. In such case, County to provide all necessary labor, tools, drilling, coring, etc. to bolt the units to the floor, including any patching or repair work required.

E. PAXCONTROL SERVER

The PaxControl server shall provide a centrally accessible means of configuring each FacePod BGR and SBG, thereby saving time during the initial installation of each device and any subsequent configuration changes required for new and existing airline users.

A. PaxControl shall support the following functions:

1. Centralized application upgrades of each FacePod BGR
2. Agent control functions via a web page on the Contractor's CUTE workstation, such as manually changing the operational mode of the FacePod BGR if biometric boarding is not possible due to an outage of CBP's TVS
3. Statistics such as the number of passengers boarded and the DCS response to each boarding request

B. Client Monitor

The system shows all FacePod BGRs and the current operational mode of each FacePod BGR, as well as device problems. Additionally, each icon can be selected, and the operating mode of the gate can be set. The following operating modes are supported:

1. Biometric (One-Step; facial image capture only)
2. Hybrid (Two-Step; boarding pass scan followed by facial image capture)
3. Bypass (BGR; boarding pass scan only)

C. GateControl Application

The GateControl application (the FacePod BGR and SBG “platform” application) will provide the BGR interface to the airline boarding applications and the respective DCSs via the CUTE workstation. All the parameters of the GateControl will either be configured locally within the GateControl configuration GUI; alternatively, with the PaxControl server, the parameter will be centrally configured via PaxControl client configuration profiles on the server. If server-side profiles exist and are assigned to a gate, GateControl will load such profile information from the server and automatically apply it locally. Subject to additional integration work and costs, the GateControl’s multi-platform interface design may be enabled to connect the FacePod BGR directly to airline dedicated workstations.

Configuration features for GateControl include:

1. Images, animations, and videos used on the display for passenger instruction;
2. Overlaying text used on the display for passenger instruction;
3. Beeper and LED configuration; and
4. Timeout parameters (e.g., alarm times, etc.).

F. THIRD-PARTY SOFTWARE

As part of the Solution, Contractor will procure licenses from the relevant third parties, solely for the use of the County for the term of the Agreement, as follows:

- Facial capture
- Facial matching (not required when using US CBP’s TVS for biometric verification). Required for local enrollment and verification.
- Boarding Gate Reader (BGR) emulation for integration with airline DCSs.
- O/S, antivirus, and other off-the shelf 3rd party server software and licenses as needed with County’s approval.

SECTION 3. REPORTING

For non-biometric boarding, each boarding pass scanned on a FacePod BGR or SBG is recorded in a database. The parsed barcode data is stored in individual fields together with the timestamp, scanning position and evaluation result. Based on that information, a set of standard reports are available, described below. Similarly, for biometric boarding, each transaction is recorded in a database, including the UID, flight number, and departure date. In both cases, personally identifiable information such as the passenger’s name is **not** stored. Incident management reports are generated through the Contractor’s incident management platform to track incidents, response and resolution times and service levels.

A. Passenger Count Report:

Based on a given time frame, the number of passengers can be shown on a report, based on grouping criteria such as destination, airline, check-in source, gate, weekday, travel class, gender, barcode type, etc.

B. Throughput report (with graphical view of passengers per hour)

Reports how many passengers are processed per selectable time period at selectable checkpoints, terminals etc.

C. Detailed boarding process information:

- First pax time
- Last pax time
- Total pax count
- Min, Max, and average validation times
- Min, Max, and average passage times
- Average throughput per boarding process

The following (Section 4, A through E) is deemed Sensitive Security Information (SSI):

SECTION 4. SOLUTION INFRASTRUCTURE - NETWORK

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

The following (Section 5) is deemed Sensitive Security Information (SSI):

SECTION 5. CONTRACTOR'S SECURITY INFORMATION

[REDACTED]

[REDACTED]

SECTION 6. OPERATIONS AND MAINTENANCE

A. On-Site Maintenance.

The Contractor shall provide the following required preventative on-site maintenance activities:

COMPONENT	ACTION	METHOD	FREQUENCY
General	Contractor to remove foreign objects	Remove foreign objects (gum, paper, coins, etc.) from barcode scanner and touchscreen	As required
External finished surfaces	County to clean the outside finished surfaces. Contractor will check and supervise that the cleaning is being done as expected.	Clean all the outer surfaces with mild soap and water on a soft cloth. Clean the surfaces with a dampened cloth. Never apply cleaner or liquids directly to the surfaces. Chemical based cleaners may damage the exterior finish of the unit.	As required
Touchscreen	Contractor to clean the touchscreen	Apply a household glass cleaner (non-corrosive) onto paper towels or a clean, soft cloth and clean the	Daily

		touchscreen. Never apply cleaner directly to the screen.	
Barcode scanner	Contractor to clean the glass	Clean the glass with household glass cleaner (non-corrosive) and a clean, soft cloth. Clean the surface with a dampened cloth. Never apply cleaner directly to the scanner.	Daily
Fans (CPU, power supply)	Contractor to perform visual check	Check for operation of all fans. Clean dirt from fans and exhaust holes using compressed air or micro vacuum. Repair/replace fans as necessary.	At time of service call or every 6 months.

In addition to the items above, the Contractor will provide ongoing support to the Solution with the following:

- Updates to support new releases of US CBP's TVS interfaces
- Software, patch releases, antivirus, airline application updates

B. Local and Remote Access and Diagnostic Tools

In addition to Contractor's on-site operations and maintenance services, Contractor will perform service using remote access and diagnostic tools. Such remote access will be used to perform the following:

1. Solution Infrastructure – Software release management. Software is provided, managed, and administered by Contractor as a turn-key service, to include the following:

- a. Software releases and updates, patches/bug fixes
 - i. The Contractor shall provide software releases and updates as part of the turn-key maintenance and support Solution, during an agreed period with the County.
 - ii. All operating system and antivirus patches are included in this solution. Certain software upgrades may be included at no additional charge, assuming the hardware components are compatible with the software upgrade required specification.
 - iii. AntiVirus Updates.
 - iv. End-User Application & System Platform Updates
 - v. Operating system updates and patches: WSUS (Windows Server Update Services) provides a software update service, including patches and hotfixes, for Microsoft Windows operating systems. At the Contractor's Flex/Smart Path sites, a WSUS Child Console is set up on a Flex Usage Server. Thereafter, whenever Microsoft releases a Windows update, the Contractor's headquarters will download and review the update, and if it is deemed necessary and critical (and tested safe) to the Contractor Flex system, it is copied onto the Contractor Data Center WSUS Parent Update Server from where it is then relayed across the Contractor's WAN to WSUS child console located at the Airport. Having a local AV GUP and a local WSUS child console minimizes WAN bandwidth usage as virus definition and Microsoft patches are downloaded to the airport once. This also allows the Contractor to control the release of patches and hold them until they are tested and certified for the platform.

SECTION 7. IMPLEMENTATION REQUIREMENTS, AND DEPENDENCIES

Implementation Requirements and Dependencies

- A. Requirements.** The County will determine which airlines (existing and future using the Contractor's CUTE/CUPPS) will be using the Solution as outlined below. The County will be responsible for providing the Solution to the participating airlines and, if not in place already with Contractor, for obtaining agreements to use the Solution in accordance with the BRDs and this Agreement. Contractor will provide training to the participating airlines' staff. Once participating airlines have been determined,

Contractor recommends County to start infrastructure preparation for cabling, millwork etc. to be ready in advance to gate and facepod arrival

- 1) Phase 1 - covers the previously trialed airlines (AF, LH, VS, UA) at existing Biometric Gates where AF, LH, and VS operate.
 - a) FacePods will be added for gates which UA uses for international flights, if applicable.
 - b) All airlines in Phase 1 will be tested and activated before waiting arrival of new gates and FacePods. This will FastTrack the project and enable airlines to make biometric boarding.
- 2) Phase 2 - scope will be agreed by the County and the Contractor. County will provide the list of gates to be part of Phase2. Contractor will install SBG at concourse J and H international gates and Facepods at concourse H international gates. Airlines at concourse H and J will be tested and activated to use biometrics solution.
- 3) Phase 3 - scope will be agreed by the County and the Contractor. I County will provide the list of gates to be part of Phase3. Contractor will install SBG and Facepods at concourse D, Airlines at concourse D will be tested and activated to use biometrics solution.
- 4) Phase 4 - Scope will be agreed by the County and the Contractor. County will provide the list of gates to be part of Phase 4 Contractor will install SBG and Facepods at concourse E,F,G and H. Airlines at concourse E,F,G and H will be tested and activated to use biometrics solution.

- B. Dependencies.** The Solution is dependent on the virtualized infrastructure that is deployed as part of CUTE/CUPPS System. As part of the Solution, Contractor to provide additional licenses for adding Microsoft SQL, Operating System, and Antivirus software licenses to support the new Smart Path virtual environments.

Additional dependencies are as follows:

1. Network and power for SBG and FacePods at the boarding gates are provided by County.
2. Required civil work and millwork to install power and data cables to SBG and Facepods will be done by County.
3. Data cabling (CAT6)from SBG and Facepod to Common Use Gate podium will be provided by County.
4. Storage and staging locations with network access to Common Use Network and Power to be provided by County.
5. Internet connectivity – bandwidth requirements will vary, depending on the number of possible concurrent flights; Contractor is recommending 100Mbps (dual) ISP circuits/bandwidth at this time. The bandwidth requirements may initially be lower, based

upon a phased rollout of biometric devices and volume of concurrent flights. Internet connection to be provided by County

6. CBP requirements agreement signoff between County and CBP; County will fill out the CBP requirements document in collaboration with Contractor and submit CBP signoff to use CBP TVS.
7. Airlines choosing the 1-step (Biometric Mode) boarding process must modify their boarding application and DCS to accept the UID in lieu of the traditional IATA Res 792 boarding pass barcode data. All airlines in the airport (other than AA) using the Common Use system, the mode of operations (biometric mode, hybrid mode, or standard BGR mode) lies solely between the airline and their boarding application and / or DCS provider.
8. To the extent that AA will use the Solution, AA is to timely provide all required resources to support integration of AA's DCS into the Solution as AA is the only carrier using a proprietary gate for boarding. AA will also be required modifications in their boarding application to work with the Solution. Contractor will not be held responsible for any delay due to the actions or inactions of AA in providing its resources to develop and test its applications during implementation of the Solution.
9. The Access layer of the Local Area Network will be owned and administered by County (this is assumed to be already implemented and no further changes by the Contractor are anticipated).
 - a) The interface between the Contractor ES Firewalls and the County's network will be via four 10Gbps Single- mode fibers.
 - b) Two 10Gbps fibers per ES Firewall in a 20Gbps Etherchannel.
10. The County access layer is pending the addition of several new VLANs for the new Smart Path clients. Full details to be determined and agreed by both parties.
11. The Contractor Product Server and Client VLANs will use SITA provided 57.x.x.x IP addressing.
12. County will permit remote access to Contractor's Servers and Clients via Contractor's APCN WAN for remote support.
13. County to make adjustment for shades to prevent sun glare.
14. CBP signage to be provided by County

SECTION 8. PROJECT DELIVERY FRAMEWORK

Following standard project management practices, Contractor will divide the project lifecycle into stages for its implementation approach. Each of the project stages will be delivered through the effective application of five process groups: Initiating, Planning, Executing, Monitoring & Controlling and Closing.

The Contractor will work with the County representative to define a clear project path mapped out from start to finish to meet the goals of this project.

The Contractor will participate in all coordination/project status review meetings including but not limited to:

1. Coordinate with the airport to determine specific requirements to design, build and operate Contractor system successfully;
2. Coordinate with the County and its contractors to prepare gate environments for Biometric Gate and FacePod Installation;
3. Coordinate with the CUPPS contractor airport team for building, testing, commissioning, migration, and training;
4. Coordinate with the airlines and airport to determine specific requirements to integrate airlines and operate each airline system successfully using biometric gates in different modes outlined in Section 2.B.

- A. **Delivery**. Contractor will deliver the Solution within the associated timeframes in the following phases:

Phase 1: Initiating

The Contractor will commence the project with a Project Kick-Off Meeting involving all stakeholders. The Contractor project manager will clearly detail all major project milestones and finalize the project plan dates associated within the Work Breakdown Structure (WBS) in preparation for submission to the County for review and approval.

Phase 2: Planning & Procurement

During the planning and procurement phase, the Contractor will develop the initial project documentation (project management plan, project schedule, bill of materials, risk register, responsibility matrix, communication plan, airport badging needs, etc.) and submit to the County for review and approval. Upon the County's approval of the Bill of Materials, the Contractor project manager will procure the necessary server hardware expansion devices and server software, biometric e-gates, and biometric FacePods. The County will approve color and branding specifications for the FacePods and SBG before Contractor places the order. Contractor is not responsible for delay in delivery if such is a result of County's failure to timely approve color and branding. Special attention will be placed on items with long lead time to ensure all equipment is received on time to meet the requirements of the project schedule.

Phase 3: Executing

During the executing phase, the delivery process, many activities are taking place within the Contractor, at the airport, and in collaboration with third parties required to support delivery of the project.

Site Survey-Airline Readiness

The Contractor, along with the County, will perform a site survey at respective gate locations to provide consultation to the County to define best locations for the SBG and FacePod installation. Environmental factors, such as lighting and passenger flow management, are two key factors in determining the best location for biometric boarding equipment installation. Collaboration with County's architect, electrician, and/or civil work contractor will also play key role for equipment placement, considering the weight and dimensions of e-gates, as well as consideration of power, network, and other facilities dependencies.

During this phase, the Contractor will also work with each airline to begin preparing each airline to be ready for the introduction of the biometric boarding implementation. In coordination with County, the Contractor will assess airline readiness, determine prioritization for implementation based on the agreed roll-out schedule, and will schedule webinars or working sessions with each airline to provide a project overview, discuss requirements to ensure airline DCS readiness, and agree any specific training requirements.

System Build & Installation

The Contractor will implement the solution using a phased approach. At a high level, the phases include installation of the core infrastructure on virtual servers, including Smart Path Hub, and establishing network connectivity. This will be followed by installation of the device hardware and software to enable capture functionality and connectivity to the CBP TVS and Airline DCS. Following completion of the system build, Integration System Acceptance Test (SAT) and User Acceptance test (UAT) will be performed. Once airline test environments are

available to begin integration testing, the Contractor will invite airlines to begin the onboarding process: to test the system and begin production implementation.

Core Servers and Local Area Network Installation

The entire VMware high-availability platform will undergo Quality Control and unit testing.. Head end Virtual Servers will be housed in existing HW infrastructure to be built for Contractor's common use system.

The QC and Unit Test will be performed again in the presence of County's Project Manager and associated stakeholders for signoff prior to integration into the County LAN infrastructure. The Contractor project team will coordinate with the County's networking team and CBP to bring online the CBP TVS WAN connection required.

Core Systems and Interface Configuration

The Contractor will integrate into the County's campus MPLS and activate CBP TVS per the proposed design of the head-end core server infrastructure along with associated application servers and associated network infrastructure that will be used to run the Smart Path and PaxControl system for the County. The approved head-end systems and network connectivity will be implemented, tested, and commissioned for use in pre-production testing and commissioning.

SBG & FacePod Installation

End-point devices (FacePods or SBGs) will be installed in a phased approach by installing a single gate biometric device first as part of Compatibility Testing. This first device will be tested for Common Use compatibility with the airline carriers. The Contractor will coordinate with CBP to create a gallery for a test flight for each carrier, allowing us to test both one-step, biometric and BGR (two-step, scanned boarding pass) boarding. Upon successful Compatibility Testing, the Contractor project team will install the remaining gates following an agreed rollout plan.

Gate installation will be coordinated closely with a variety of stakeholders including the County, as the Contractor has learned through our participation in the other implementations. The devices must be positioned in such a way as they do not block emergency egress from the jet bridge and provide a clear path around the gates for strollers, wheelchairs and opt-out passengers. As mentioned previously, lighting, and other environmental factors can also affect positioning of cameras which is also taken into consideration during the installation of equipment. The County will make the ultimate final decision and approve the SBG location and placement before they SBG's are physically installed.

Interfaces: CBP

The Contractor will test existing interfaces for biometric boarding during Compatibility Testing and coordinate any additional new interfaces with the airlines as needed.

The Contractor will test the established interface between the Contractor's biometric self-boarding FacePods and CBP once connectivity is configured between the FacePods and CPB. Compatibility Testing for each carrier at a single gate will provide the full end to end testing of all interfaces.

Interfaces: American Airlines (AA)

The Contractor will work with AA to ensure the Solution offers the same capabilities as at their proprietary gate. The Contractor will engage AA during the early phase of the project for AA to assign required resources to support the Contractor in order to integrate AA DCS into the Solution. AA also make required modification in their boarding application to work with Solution.

For American Airlines (“AA”) specifically: When integrated with AA’s proprietary system at their dedicated gates, the Solution sends the UID via AA’s web services communications channel. The bill of materials for this implementation is included in this contract as described in Section 12.

Project completion has dependency on AA integration, any delay by AA will be added in project schedule if final completion day impacted due to delay by AA.

B. Testing

The Contractor will perform full integrated system testing during the execution phase at various stages of the project to ensure all components of the system are working as designed and all required functionalities has been delivered. This will be done by conducting Unit Testing in the Contractor’s labs; compatibility testing after the core systems have been built and configured; followed by System Acceptance Testing (SAT) after all gates have been installed to demonstrate the full functionality of the biometric FacePod gates.

Unit Testing

The Contractor project team will procure the required biometric FacePods and SBG immediately after project kick-off to be delivered to an agreed storage location at the airport. Unit testing of this system will mitigate risk of defects in manufacturing or introduced during shipping; the core systems are solid; failover and recovery is within SLAs and the biometric devices communicate accordingly with the core Smart Path and PaxControl suite of applications. Upon successful testing, the system will be ready for production.

System Integration Testing

The Contractor will complete the build and configuration of the fully integrated SBG and FacePod with the CUTE/CUPPS System and airline application and then proceed to testing. Full system integration testing will be performed to ensure all components of the system are working as designed and all required functionalities has been delivered.

Note: Regarding End-user Equipment, airline, or gate locations-concourse in scope of different phases may change dynamically over the course of the project depending on demand by County or the airlines. The Contractor will prepare the FacePods in staging location before deployment at the gates. All FacePods will be staged, imaged, and configured to streamline the installation. The serial numbers of all equipment will be recorded, and everything will be asset tagged. All components will be bench tested and ensure the rollout will be successful with no impact to airline operations. End User Equipment installation will consist of 4 phases. The scope of all phases will be decided with the County depending on gate location and the airline readiness schedule.

System Acceptance Testing (SAT)

SBG and FacePods will be delivered, installed, and configured at the assigned gates. Once all gates are installed, the Contractor project team will execute System Acceptance Testing, per the test plan in the Project Management Plan. SAT confirms the full functionality and performance of the system for the County. System Acceptance Testing will cover General system functionality, System response times, Failover / Redundancy, Backup / Restore, Remote access / monitoring,

Overall functionality of the SBG, System response times, Passenger experiences, and Addressing irregular operating conditions. The SAT will demonstrate the full redundancy of the Contractor platform as well as the complete backup and restore procedures for every component of the platform. This is a key Quality Management step to ensure the system build is correct.

For the scope of the project, the Contractor assumes system tests will be done initially with the existing FacePods and Self- Boarding Gates. Additionally, System Acceptance Testing will cover:

1. General system functionality
2. System response times
3. Failover / Redundancy
4. Backup / Restore
5. Remote access / monitoring
6. Operating system patching/updating
7. Antivirus

User Acceptance Testing

Upon successful completion the SAT, the Contractor will proceed with conducting User Acceptance Testing (UAT) with each of the airlines. UAT will ensure that all airline applications are installed and working properly, per each airline's requirements. UAT will be done with the airlines operating at the airport.

User Acceptance Testing will cover:

1. Airline Testing of FacePod and Biometric Self-Boarding Gates with one step and two-step process (or standard BGR) depending on the airline application and host readiness to support either mode
 - a. FacePod and SBG offline test as a BGR in the Contractor common use system and Airline Proprietary system
 - b. System Response Time

The Contractor will begin UAT with all or a subset of the airlines that have participated in the previous trial. This enables these airlines to immediately resume the use of existing Biometric Self-Boarding Gates and FacePods on the new production system after successful UAT and any residual training. The SBG will be retrofitted with the new single-screen design and a boarding gate scanner within the eGate (instead of on the FacePod).

UAT with remaining airlines will be done using phased approach. Initial test and activation will be with a single, predefined airline and gate. Upon completion, additional gates will be installed, and a new group of airlines will be activated, tested, and commissioned. The Contractor and County will define an agreed approach and prioritization schedule for onboarding airlines, as well as installing equipment of each type at designated gates.

Endurance Testing

The system will then enter a period of Endurance Testing (ET) to demonstrate that the fully integrated and operational system will continue to function properly for an extended period of time following the cutover. Endurance Testing will cover:

1. General system steady-state functionality
2. Operating system updates

3. Antivirus updates
4. Implementation of system work orders
5. Remote monitoring

The system will then closely be monitored by the Contractor during the initial start-up period to ensure that the fully integrated and operational system continues to function properly for an extended period of time following cutover.

All testing by the Contractor will confirm that the performance requirements for passenger processing speed, uptime, redundancy, failover, and system response times are all in line with contract requirements and that the Contractor will be able to meet or exceed the SLA.

C. Implementation Launch

The Contractor will implement a phased approach to the roll-out of the Solution. The phased approach will help accelerate timely adoption by the airlines.

This plan will be agreed with County before starting installation, County may request Contractor to change the plan if needed to align with the infrastructure or airline readiness.

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Phase 4: Closing

Handover to Operations: At the start of the project, a transition manager from the Contractor's global support will be assigned to the project. The Project Manager will work very closely with the transition manager to provide all the necessary site, technical, and contractual information, ensuring the systems are properly documented for a seamless transition to Level 1-3 support.

At the successful conclusion of System Acceptance Testing and training, the responsibility of the site is transferred to the local Contractor global services team to perform the warranty support as required by contract SLA's and specifications.

A project review and lessons learned session will be conducted by the Contractor and the County before closing the project.

Phase 5: Post Implementation

Production implementation support will begin when the first airline begins using the system to board passenger as part of the airline activation process. After an agreed transition period, the Contractor operations will be responsible for managing the Smart Path system and will be ready to support airline agents. As per existing processes, the Contractor's operations will patch and update the servers and clients with pre-tested Operating System, and Symantec Antivirus updates. Any issue observed by the Contractor operations will be reported for resolution by email or by phone to the Contractor Help Desk. The Contractor and the County will regularly review system performance and the Contractor will make required adjustments.

Communications Plan

Communication Hierarchy

At the beginning of the project, all parties will agree single point of contact (SPOC) to manage communications and coordination of activities among stakeholders. Within the Contractor, this role belongs to the project manager. All communications intended for the Contractor's

project team must be communicated through the designated Contractor project manager. The Contractor's project manager will then convey all required communications to the relevant Contractor project team member(s). The Contractor's project team will route all communications intended for the County's project team through the Contractor project manager. Under no circumstances should any changes in the implementation process, plan, scope, or schedule be communicated to any Contractor staff other than through the Contractor Project Manager.

Any information that needs to be distributed to the County or the airlines (i.e., testing with the Contractor, training, equipment migration schedule, etc.) will be handled by the County's Project Manager and Contractor's project manager. The Contractor's Project Manager will communicate with any County contractors through the County's Project Manager.

Project Status Updates

Weekly project status meetings or conference calls will be convened on a day of week and time agreed between the County and the Contractor to discuss the major tasks of the project, including progress of any development activities occurring off-site and to address any outstanding issues or concerns.

Additionally, the Contractor shall extract a rolling three (3) week look-ahead report detailing planned completion of major tasks listed in the project schedule. This shall be delivered as part of the project status report. An updated project status report will be distributed via e-mail and may serve as formal documentation regarding agreements made between the Contractor and County. The project status report may also identify action items assigned to individuals to be completed. Should there be any questions, concerns, or discrepancies, they must be communicated through the Contractor project manager for review and possible correction. Should there be any changes to the distributed report, a corrected version will be sent out once the changes have been made.

The County's Project Manager will share civil work, millwork schedule, power and network cabling status with the Contractor's project manager and update regularly to align the project schedule.

SECTION 9. RISK MANAGEMENT PLAN

In collaboration with the County's Project Manager, the Contractor's project manager will manage a risk register to document any risks to the project that could affect the delivery. Mitigation includes managing an action plan for each risk to avoid it becoming a project-impacting issue. Each risk will be reviewed and reassessed by project team in every project meeting.

SECTION 10. PROPOSED MILESTONES WITH COMPLETION WEEK

Milestone	Estimated Business Days to Complete	Completion
Notice to Proceed	NTP	Week 0
MDAD-SITA Project Kick-Off Meeting	10 Days	Week 2
Site Survey	5 days	Week 3
Project Planning Phase, Core Procurement & Logistics	23 Days	Week 4
Implementation of Core Servers	22 Days	Week 11
Installation of Test E-Gate & Facepod	5 days	Week 13
CBP configuration	25 Days	Week 12

American Airlines Software Development & Integration	60 Days	Week 5-24
Trial Airline (LH,VS,AF,UA) Test	5 Days	Week 14
Technician Training	3 Days	Week 13
Final Acceptance Phase 1 with LH, AF, VS	5 Days	Week 17
Airlines Test Phase 2&Phase 3	30 Days	Week 25
Installation of Power and Data at gate locations (by County)	20 Days	Week 20
SBG & Facepods Installation Phase 2	18 Days	Week 30
Airline Training	5 Days	Week 14 to Week 30
Final Acceptance Phase 2	10 Days	Week 32
SBG & Facepods Installation Phase 3	15 Days	Week 34
Final Acceptance Phase 3	10 Days	Week 36
Installation of all remaining Facepods in Phase 4	15 Days	Week 38
Airline Training	5 Days	Week 31
Final Acceptance AA and all gates	10 Days	Week 39
Final Acceptance Testing (for all airlines and gates)	5 Days	Week 39
Go-Live	5 Days	Week 39
Handover to Local SITA Global Services Team	5 Days	Week 17-39
Project Completion	1 day	Week 40

The Appendix C – Milestone Acceptance Form shall be completed and submitted for each above Milestone documenting that the project deliverable has been delivered, reviewed and formally accepted by the County and the Contractor.

SECTION 11. TRAINING

The Contractor shall provide initial agent training. Additionally, the Contractor will provide on-site training where Contractor staff will observe the airline agent's interaction with passengers and offer suggestions to optimize the overall process and passenger flow, including both agent instruction, signage, and re-arrangement of the physical assets. Basic troubleshooting tips will be provided by the Contractor, real-time, allowing the agents to learn their new system and become more familiar with the change in passenger flow and equipment.

The Contractor's Airports Training and Information Management team will provide training and documentation for all products in the Contractor airports portfolio. Training will be provided by members of the Contractor's project team and dedicated Contractor's expert trainers. Copies of detailed training manuals will be provided to all attendees.

The team of instructional designers will work closely with the subject matter experts and product managers to design and develop training using the ADDIE instructional design methodology. Working in a close partnership with the product teams the instructional designers identify the training needs for the various user groups for each product determine the best training solution to meet those needs.

Training Resources

The Contractor will provide the following training resources for all instructor led training:

1. Participant guide or PowerPoint Deck
2. Access to the Contractor's Learning Center, Contractor's learning management system for additional training needs, including additional refresher videos
3. Access to online help or additional product documentation
4. A Quick-Start guide and reference brochure will be provided to the agents to assist and remind them on the new functionality.

Methodology	Description
In person instructor led training	The Contractor designed instructor led training is a blend of concept-based training and hands on practice. Our instructors use a PowerPoint deck to guide the learners through the course. The deck is available to all participants for future use. The hands-on practice activities are customized for each unique user group and for each customer based on the training needs. Training participants are provided with step-by-step instructions for completing each practice exercise.
Webinar Training	The Contractor designed webinars include a blend of concept-based training and demonstration of the Contractor software. Our instructors use a PowerPoint deck to guide the learners through the course. The deck is available to all participants for future user. A detailed demonstration of the software is also included. The webinar is customized for any particular needs of the customer.
eLearning	The Contractor designed eLearning is self-paced and available on the Contractor Learning Center. eLearning built for specific users or functions within the application. All eLearning includes general information about the product and workflow, along with a demonstration of the software. The eLearning is interactive and may include audio, software demonstrations and interactive practice simulations.
Video	The Contractor utilizes a YouTube® like video approach for just in time training videos. These videos are 3-5 minutes in length and include a focus on one specific task.

Course Descriptions

Course Name	SITA Smart Path CBP Biometric Exit Program End User Training (Airline agents)
Course Code	SP101
Delivery Mode	Instructor-Led
Duration	2 hours
Course Prerequisite(s)	None
Required for	Gate Agents, Floor Walkers, and Supervisors

Course Description	This Instructor-led course is designed to show Gate Agents, Floor Walkers, and Supervisors how to perform end user designated tasks within the Smart Path system.
Course Objectives	By the end of the course, students will be able to: • Describe how to board a plane using the Contractor Smart Path FacePod and Self Boarding Gate by enabling and disabling biometric boarding • Queueing best practices while maintain proper social distancing requirements • List the three-color indicators during the boarding process and the actions you must take • Explanation of security features, like tailgate prevention and alarms • Emergency operation procedures • Bypass or opt-out procedures • Identify common reasons for error messages and how to minimize or resolve them • Troubleshooting and incident reporting procedures
Lessons and Topics	Topics Include: • Contractor Smart Path Overview • How to setup the flight for biometric boarding • How to board passengers using Contractor Smart Path • Common reasons passengers are unable to use the FacePod

Course Name	SITA Smart Path for Maintenance Technicians
Course Code	SP504
Delivery Mode	Instructor-Led
Duration	24.0 hours
Course Prerequisite(s)	APC401e APC504, APC516e
Required for	Field Engineers/ Maintenance Technicians

Course Description	This Instructor-led course is designed for Field Engineers/Maintenance Technicians who are responsible for the daily operation of the Smart Path platform and peripheral devices. Training will commence soon after User Acceptance begins for the first phase of airlines. The onsite maintenance technicians will begin supporting the system during the project implementation period while additional units are being phased in and activated.
Course Objectives	By the end of the course students will be able to: • Describe the Contractor Smart Path Platform • Identify the components of the various components of the Contractor Smart Path System • Describe the routine tasks of maintaining each of the Contractor Smart Path components • Perform installation and configuration procedures • Perform troubleshooting and repair/replacement steps • Identify support scenarios that require escalation and describe the escalation process
Lessons and Topics	Lessons/Topics Include: • Contractor Smart Path Overview, including Biometrics and industry trends • Overall review of the as-built documentation and system functional specifications • Physical location of all networking, server, and end device equipment • Sparing devices • Install & configure Contractor Smart Path components and devices • Troubleshoot and repair of the Contractor Smart Path devices • Escalation procedures for Level 2 and 3 assistance • Create/Backup/Restore Images and SITA Smart Path workstations and peripheral devices • Perform preventative maintenance of the Contractor Smart Path devices The Contractor will additionally expand its training of its support technicians on troubleshooting and repair of FacePods as well as support of Smart Path applications to support production SLA requirements not included in a trial environment.

While there is no structured training course for the passengers, the Contractor personnel will be assisting the agents and passengers navigate the new system to ensure a smooth boarding process, covering the following real-time training topics:

1. Maintaining necessary social distancing, queueing, and ideal photo capturing locations
2. Procedures for opt-out or bypass passengers
3. Improving biometric matching (removing hats, facial coverings/masks, etc.)

Course Assessments

The Contractor uses a variety of methods to test and evaluate training effectiveness and evaluate participants progress and performance. Most of the training available emphasizes Kirkpatrick's Level 2

of Learning Evaluation, which analyzes if participants truly understand the training (e.g., increase in knowledge, skills, or experience). When applicable, participants have quizzes or exams at the end of each module or training session to measure their performance throughout the training. Participants may also have hands-on application in the classroom where they are given scenarios and must demonstrate their knowledge by solving the scenarios before going on to the next one.

Course Evaluations

To establish and maintain quality assurance, the Contractor utilizes a course and instructor evaluation form. This form gathers learners' reactions on the following topics: scope and relevance of course or module, appropriateness of objectives, usefulness of assignments and materials, effectiveness of course training materials, stronger and weaker features of the course, adequacy of the facilities, timing or length of the course or module, effectiveness of the instructor(s), and participant suggestions and comments.

Spare Parts

The spares parts are kept updated and reported to the County on a monthly basis so the current level of spare parts is known in order for risk management to be effective and the parties can decide on actions to prepare in advance for high seasons.

SECTION 12. EQUIPMENT BILL OF MATERIALS

The following table shows the bill of materials included in this Scope of Work for the Solution:

Device Type	Online Qty	Spares Qty	Total Qty
SITA Freestanding Facepod BGR, includes: • 10" touchscreen display with integrated camera • LED indicator lights on sides and top • Integrated barcode scanner • Internal i7 PC • Thermal receipt printer • Speakers • Standard base	192	19	211
Biometric Self Service Boarding Gate – Dual-Lane, includes: • 2 x Biometric camera head, consisting of: 10" touchscreen display with integrated camera, LED indicator lights on sides and top • 2 x Internal i7 PC • 2 x 900 mm width walking lane • 2 x Fail lock mechanism • 2 x Deboard/Emergency Latching Push Button • 2 x Passenger IR Trigger Beam • 4 x Clear glass moving door panels • 2 x Standard blue entry barrier retractable belt with housing • 2 x Barcode scanner • 2 x Thermal receipt printer • 2 x Mounting base plate	23	0	23

2 x Standard stainless steel casework construction and tempered clear glass side walls; no custom branding			
Biometric Self Service Boarding Gate – Triple-Lane, includes: 3 x Biometric camera head, consisting of: 10" touchscreen display with integrated camera, LED indicator lights on sides and top 3 x Internal i7 PC 3 x 900 mm width walking lane 3 x Fail lock mechanism 3 x Deboard/Emergency Latching Push Button 3 x Passenger IR Trigger Beam 6 x Clear glass moving door panels 3 x Standard blue entry barrier retractable belt with housing 3 x Barcode scanner 3 x Thermal receipt printer 3 x Mounting base plate 3 x Standard stainless steel casework construction and tempered clear glass side walls; no custom branding	2	0	2
Gunnebo Spares Kit	0	LOT	LOT
Spare Biometric camera head for eGates	0	5	5
Shipping to MIA Airport	LOT	0	LOT
Smart Path Hub infrastructure: Contractor will use the existing servers which were procured and deployed as part of the Common Use Terminal Equipment and Common Use Passenger Processing Systems Support and Maintenance Services (Contract No. L-10047) to build the Smart Path environment.	LOT	0	LOT
Network Device – Fortigate 60F Firewall	2	0	2

Refer to Exhibit 1 – MIA Gate List for equipment and deployment details.

SECTION 13. CONSIDERATIONS AND ASSUMPTIONS AGREED BY COUNTY AND CONTRACTOR

- a) County will make available any and all equipment, software, and labor/staff which are provisioned for in the CUTE/CUPPS Contract (Contract No. L-10047) through the term of this contract, regardless of the status of the Common Use Contract.
- b) Contractor is not responsible for any deinstallation or removal of any existing equipment, or costs thereof, in order to implement the equipment in Section 12. The Contractor is also not responsible for any future deinstallation or removal, or any costs thereof, of the equipment implemented from Section 12 which the County requests to be moved or deinstalled at the end of the contract term or if either party Terminates this agreement.
- c) The County will provide the necessary internet connectivity required to send information to and from the Smart Path system implemented at MIA and the CBP TVS. Bandwidth requirements will be agreed by both parties and may change from time to time as there is more concurrent usage.

- d) Network, power, cabling, and conduct (including any coring or drilling of the floor) for SBG and FacePods at the boarding gates are provided by County.
- e) Contractor assumes County will initiate infrastructure preparation to include cabling, millwork, etc. in advance to enable Contractor to begin timely installation upon delivery of the hardware, i.e. SBG and Facepods.
- f) Required civil work and millwork to install power and data cables to SBG and Facepods will be done by the County.
- g) Data cabling (CAT6) from SBG and Facepod to Common Use Gate podium will be provided by the County.
- h) Storage and staging locations with network access to Common Use Network and Power to be provided by the County.
- i) County accepts responsibilities as described in the CBP Business Requirements Document for CBP Biometric Exit Program which are necessary prior to testing and go-live; Contractor will be responsible for responsibilities notated as the systems integrator.
- j) Any failure caused by malfunction of an interfaced system or associated third party network communications (such as the CBP TVS service and internet connectivity required for the Solution) are excluded from the Service Levels. However, all such problems shall be assigned for "Ownership" until the problem is resolved
- k) Contractor's implementation, SLA and other service commitments are based upon the assumption that Contractor will remain as the CUTE/CUPPS provider throughout the term of this Agreement; Should County select a new CUTE/CUPPS provider, and solely to the extent that change results in Contractor incurring demonstrable additional direct costs, Contractor reserves the right to consider such as a change order subject to additional fees and/or labor costs which may be required to fulfill the SLA and provide the Solution to the County.
- l) Work and service provided by Contractor regarding integration and service of AA proprietary gates into the CBP Biometric Exit Program assumes that the same level of support will be required as that of the Common Use biometric gates; Should additional support be required or should AA's proprietary gates result in a material increase in service calls/support calls in the AA dedicated Concourse D where Contractor does not currently provide operations and maintenance, Contractor reserves the right to seek additional compensation through the change request process.
- m) Implementation Framework, Delivery and Proposed Milestones assumes the readiness and willingness of airlines to actively and timely participate in the CBP Biometric Exit Program; Contractor is not responsible for delays should an airline be unwilling or unable to participate or fail to provide timely responses/participation and further, such will not prevent or otherwise delay any payment otherwise due to Contractor if Contractor has completed activities for which it is responsible.
- n) Proposed Milestones with Completion schedule is based on the current supply chain, any change in supply chain will impact the implementation schedule and Contractor will notify County as soon as this impact is foreseen. The parties agree that supply chain impacts may occur, and a re-baseline of the Proposed Milestones with Completion Week (in Section 14) may be adjusted and will be mutually agreed.
- o) County will provide CBP signage, SITA will provide floor decal signage. County may choose to create County's own decal.
- p) County will make required adjustments for shades on windows to prevent sun glare.

SECTION 14. ADDITIONAL ALTERNATIVES

The Solution's modular approach shall provide the County with the capability to add additional devices and/or touchpoints in a phased approach as the airport deems appropriate for its specific goals, programs, and implementation requirements.

The County may elect to make additional biometric-enabled services available to passengers at its discretion. Contractor may provide such additional hardware, software, professional services, and support as may be needed pursuant to the Additional Services section.

Additional Services may include but not be limited to:

A. Smart Path Enrollment Model for Domestic Travel

The Smart Path system offers the future capability of a local enrollment/verification option where the passenger can use their driver's license or passport (with RFID chip) for photo ID verification, and upon a successful match, the passenger's face and boarding pass data are stored on the local Smart Path Hub. Enrollment, or data collection, is performed either at a CUSS check-in kiosk, an agent-assisted CUTE/CUPPS workstation, or any mobile app that incorporates Smart Path Mobile SDK. Local enrollment is not included in the base scope. Smart Path Mobile SDK is also excluded from the base scope and would require the County to setup and configure their mobile application along with additional setup and transaction fees from the Contractor to manage and process the tokens created by the passengers.

Upon completion of the check-in process, the Smart Path enrollment software application works to prompt the passenger to scan any missing documentation and then requests the passenger's facial image.

At the various biometric verification touch points, a successful facial match shall result in the passenger's boarding pass being sent to the airline's application. Because the boarding pass is universally accepted by all airlines and/or their DCSs, the SITA Smart Path with local enrollment & verification shall offer a backward compatible biometric solution for all airlines without requiring any modifications to their applications and/or DCSs, as is the case for 1-step processing using CBP TVS's UID data format.

The County shall be responsible for providing Contractor with any and all disclosures required by law to enable biometric enrollment services. Contractor to provide relevant specifications and details for County's review and approval.

B. Biometric Self-Bag Drop Solution

The Contractor's self-bag drop solution may include: 1) a facial capture/biometric verification application that is integrated with the CUSS system, 2) bag-drop application that can be used by any airline, the Airport's BHS (baggage handling system), and CBP's TVS. When the application receives a match from TVS, the verification application automatically sends the UID to the Contractor's bag-drop application, which is then sent to the appropriate airline's DCS to retrieve the passenger's flight information and bag allowance.

C. Smart Path Mobile and Digital Travel Credentials

Contractor can work with the County and its Mobile App to extend the airport's biometric implementation by enabling travelers to control and manage their digital identity and enrollment as a pre-travel process in line with IATA's One Identity and self-sovereign identity principles.

D. Support Upgrades Solution Roadmap

Contractors notes that it anticipates the following functionality is anticipated through the Contractor's existing roadmap:

- Cloud-hosted offering for CBP Biometric Ex715 program only implementations

- Support of non-ICAO/non-RFID documents (e.g., Drivers licenses)
- Technical improvements to the capture process to reflect new cameras and devices, advances in technology such as presentation attack detection, etc.
- Further support for cloud services
- Emerging IATA standards for common use biometrics
- ICAO/IATA one ID
- Ongoing application upgrades reflecting market priorities with input from airports, airline, and governments
- Integration with Automated Border Control processes
- Cloud-hosted offering for Smart Path enrollment-based solutions

APPENDIX B – PRICE SCHEDULE**Biometrically Enabled Common Use Passenger Processing Solution**

The Contractor must submit an application for payment form for each billing. Refer to Exhibit 2 – Sample Application for Payment:

A. PRICE FOR THE TURNKEY SOLUTION

The Contractor shall provide an aggregate price for a Turnkey Solution capable of meeting the requirements outlined in Appendix A.

Description	Total Cost
SITA Biometric Facepod and Biometric eGate devices (total 244 biometric cameras). Includes freight and spares.	\$ 2,783,715.00
Infrastructure hardware, software and one time licensing.	\$ 192,673.00
All biometric client one time software and licensing.	\$ 928,502.00
SITA Professional Services, Travel/Accommodation and Training. Includes all onsite software configuration and hardware installation.	\$ 600,551.00
Turnkey Biometrically Enabled Common Use Passenger Processing Solution Total	\$ 4,505,441.00

B. MAINTENANCE AND TECHNICAL SUPPORT SERVICE FEE

Description	Total Cost
Maintenance and Technical Support (Year 1: months 10 through 12)	\$ 72,603.00
Maintenance and Technical Support (Year 2)	\$ 600,000.00
Maintenance and Technical Support (Year 3)	\$ 600,000.00
Maintenance and Technical Support (Year 4)	\$ 600,000.00
Maintenance and Technical Support (Year 5)	\$ 600,000.00
Maintenance and Technical Support (Year 6)	\$ 600,000.00
Maintenance and Technical Support (Year 7)	\$ 600,000.00
Maintenance and Technical Support Total for the life of the Contract	\$ 3,672,603.00

- Payments shall be in even monthly amounts.
- The aggregate proposed cost for the seven (7) year term shall account for the implementation phase and warranty period of the Turnkey Solution. The inherit original equipment manufacturer warranties for all hardware and software installed shall be reflected in the aggregate proposed cost.

C. PRICE BREAKDOWN FOR SOFTWARE ESCROW FEES

Description	Annual Cost
Software Agreement Escrow Fees – Year 1	\$ 19,195.00
Software Agreement Escrow Fees – Year 2	\$ 19,195.00
Software Agreement Escrow Fees – Year 3	\$ 19,195.00
Software Agreement Escrow Fees – Year 4	\$ 19,195.00
Software Agreement Escrow Fees – Year 5	\$ 19,195.00
Software Agreement Escrow Fees – Year 6	\$ 19,195.00
Software Agreement Escrow Fees – Year 7	\$ 19,195.00
Software Agreement Escrow Fees Total for the life of the Contract	\$ 134,365.00

- Yearly payment shall be made upon County's receipt of application for payment form.

D. GENERAL ALLOWANCE ACCOUNT

Description	Total Not To Exceed Amount for the life of the Contract
General allowance for unforeseen conditions at ten percent (10%) of the project base estimate.	\$ 831,240.90

E. OPTIONAL SERVICES

Contractor's price for providing all optional services in the table below. These rates will remain in effect for the duration of any contract issued as a result of this RFP.

Classifications	Maximum Hourly Rate
Project Manager	\$ 164.00
Developer	\$ 111.00
Web Developer	\$ 111.00
Trainer	\$ 82.00
System Administrator	\$ 82.00
Database Administrator	\$ 111.00
Implementation / Software Engineer	\$ 111.00
Network Engineer	\$ 164.00
Services	Flat Fee
On-Site Training (Per Day) - New Course	\$ 2,107.00
On-Site Training (Per Day) - Refresher Course	\$ 493.55

Compensation to the Contractor for Optional Product/Services shall be based on the projects assigned. The Contractor shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project, inclusive of all costs, travel, per diem, etc. notwithstanding the hourly rates above.

F. BILLING MILESTONES

Billing Milestone Name	Corresponding General Milestones	Value based upon the Total listed in Section A. Price for the Turnkey Solution
Milestone - MDAD-SITA Project Kick Off Meeting	Project Starts: 1. Design completed 2. Project Plan submitted to MDAD 3. BoM submitted to MDAD 4. SmartPath core hardware and software procurement starts 5. Site Survey completed	10%
Milestone - Trial Airline Test Completion & Phase 1 completion	Phase 1 completed successfully. 1. Core system build and test completed 2. Airlines, LH, VS, AF, UA tested 3. 1. LH, AF, VS start using biometric boarding using existing gates	20%
Milestone - Final Acceptance Phase 2 Phase 2 – Completion	Phase 2 completed successfully. 1. Predefined Phase 2 gates and Facepods in scope installed Phase 3 airlines in scope tested and start using system	20%
Milestone - Final Acceptance Phase 3 SBG & Facepods Installation Phase 3- Completion	Phase 3 completed successfully. 1. Phase 3 gates in scope installed 2. Phase 3 airlines in scope tested and start using system	20%
Milestone - Final Acceptance Phase 4 SBG & Facepods Installation Phase 4- Completion	Phase 4 completed successfully. 1. Phase 4 gates and Facepods in scope installed 2. Phase 4 airlines in scope tested and start using system	20%
Milestone - Go Live	1. All gates and Facepods in scope installed with biometric boarding equipment 2. All participating airlines in scope start using biometrics or BGR mode of system	10%

APPENDIX C –MILESTONE ACCEPTANCE FORM

In compliance with the requirements detailed in this contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and SITA Information Networking Computing USA Inc.

As completed and submitted for each milestone stated in Appendix A – Scope of Services, this document constitutes full acknowledgement of the County's acceptance and delivery of the deliverable detailed in each milestone. It is understood that any future changes to any deliverable, after acceptance is given, will require a formal change request be submitted.

MILESTONE:
Deliverable Date:
Accepted Unconditionally: (Circle) Yes No
Accepted Conditionally: (Circle) Yes No
Not Accepted Reason(s):
General Comment(s):
Delivered By Name:
Signature:
Date:
Accepted By Name:
Signature:
Date:

Exhibit 1 - MIA Gate List

No.	GATE	Common Use (CUTE)	CUTE/Proprietary	Dual Lane Self Service Boarding Gate Requested	Triple Lane Self Service Boarding Gate Requested	Number of Camera Solution Requested per Gate
1	Gate D-1		PROP AA	0	0	2
2	Gate D-2		PROP AA	0	0	2
3	Gate D-3	☒	Dual W/ AA	0	0	2
4	Gate D-4		PROP AA	0	0	2
5	Gate D-5		PROP AA	0	0	2
6	Gate D-6		PROP AA	0	0	2
7	Gate D-7		PROP AA	0	0	2
8	Gate D-8		PROP AA	0	0	2
9	Gate D-9		PROP AA	0	0	2
10	Gate D-10	☒	Dual W/ AA	0	0	2
11	Gate D-11		PROP AA	0	0	2
12	Gate D-12		PROP AA	0	0	2
13	Gate D-14		PROP AA	0	0	2
14	Gate D-15		PROP AA	0	0	2
15	Gate D-16		PROP AA	0	0	2
16	Gate D-17		PROP AA	0	0	2
17	Gate D-19		PROP AA	0	0	2
18	Gate D-20		PROP AA	0	0	2
19	Gate D-21		PROP AA	0	0	2
20	Gate D-22		PROP AA	0	0	2
21	Gate D-23		PROP AA	0	0	2
22	Gate D-24		PROP AA	0	0	2
23	Gate D-25		PROP AA	0	0	2
24	Gate D-26		PROP AA	0	0	2
25	Gate D-27		PROP AA	0	0	2
26	Gate D-28		PROP AA	0	0	2
27	Gate D-29		PROP AA	0	0	2
28	Gate D-30		PROP AA	0	0	2
29	Gate D-31		PROP AA	0	0	2
30	Gate D-32		PROP AA	0	0	2
31	Gate D-33		PROP AA	0	0	2
32	Gate D-34		PROP AA	0	0	2
33	Gate D-36		PROP AA	0	0	2
34	Gate D-37		PROP AA	0	0	2
35	Gate D-38		PROP AA	0	0	2
36	Gate D-39		PROP AA	0	0	2
37	Gate D-40		PROP AA	0	0	2
38	Gate D-41		PROP AA	0	0	2
39	Gate D-42		PROP AA	0	0	2
40	Gate D-43		PROP AA	0	0	2
41	Gate D-44		PROP AA	0	0	2
42	Gate D-45		PROP AA	0	0	2
43	Gate D-46		PROP AA	0	0	2
44	Gate D-47		PROP AA	0	0	2
45	Gate D-48		PROP AA	0	0	2
46	Gate D-49		PROP AA	0	0	2
47	Gate D-50		PROP AA	0	0	2
48	Gate D-51		PROP AA	0	0	2
49	Gate D-53		PROP AA	0	0	2
50	Gate D-55		PROP AA	0	0	2
51	Gate D-60 Eagle Hold Room		PROP AA	0	0	0
52	Gate D-60A Bus Station		PROP AA	0	0	0

53	Gate E-1 Bus		No computers	0	0	0
54	Gate E-2	☒	CUTE	0	0	2
55	Gate E-4		PROP AA	0	0	2
56	Gate E-5	☒	Dual W/ AA	0	0	2
57	Gate E-6	☒	Dual W/ AA	0	0	2
58	Gate E-7	☒	Dual W/ AA	0	0	2
59	Gate E-8	☒	Dual W/ AA	0	0	2
60	Gate E-9	☒	Dual W/ AA	0	0	2
61	Gate E-10	☒	CUTE	0	0	2
62	Gate E-11	☒	Dual W/ AA	0	0	2
63	Gate E-20	☒	Dual W/ AA	0	0	2
64	Gate E-21	☒	Dual W/ AA	0	0	2
65	Gate E-22	☒	Dual W/ AA	0	0	2
66	Gate E-23	☒	CUTE	0	0	2
67	Gate E-24	☒	Dual W/ AA	0	0	2
68	Gate E-25	☒	Dual W/ AA	0	0	2
69	Gate E-30	☒	Dual W/ AA	0	0	2
70	Gate E-31	☒	Dual W/ AA	0	0	2
71	Gate E-33	☒	Dual W/ AA	0	0	2
72	Gate E-Satellite Bus Station		No computers	0	0	0
73	Gate F-1 Bus Station	X	CUTE	0	0	0
74	Gate F-3	☒	CUTE	0	0	2
75	Gate F-4	☒	CUTE	0	0	2
76	Gate F-5	☒	CUTE	0	0	2
77	Gate F-6	☒	CUTE	0	0	0
78	Gate F-7	☒	CUTE	0	0	2
79	Gate F-8	☒	CUTE	0	0	0
80	Gate F-9	☒	CUTE	0	0	2
81	Gate F-10	☒	CUTE	0	0	2
82	Gate F-11	☒	CUTE	0	0	2
83	Gate F-12	☒	CUTE	0	0	2
84	Gate F-14	☒	CUTE	0	0	2
85	Gate F-15	☒	CUTE	0	0	2
86	Gate F-16	☒	CUTE	0	0	2
87	Gate F-17	☒	CUTE	0	0	2
88	Gate F-18	☒	CUTE	0	0	2
89	Gate F-19	☒	CUTE	0	0	2
90	Gate F-20	☒	CUTE	0	0	2
91	Gate F-21	☒	CUTE	0	0	2
92	Gate F-23	☒	CUTE	0	0	2
93	Gate G-1	☒	CUTE	0	0	2
94	Gate G-2		No Computers	0	0	0
95	Gate G-4	☒	CUTE	0	0	2
96	Gate G-5	☒	CUTE	0	0	2
97	Gate G-6	☒	CUTE	0	0	2
98	Gate G-7		No computers	0	0	0
99	Gate G-8	☒	CUTE	1	0	0
100	Gate G-9	☒	Dual W/ United	1	0	0
101	Gate G-10	☒	CUTE	1	0	0
102	Gate G-11	☒	Dual W/ United	1	0	0
103	Gate G-12	☒	CUTE	1	0	0
104	Gate G-14	☒	Dual W/ United	1	0	0
105	Gate G-15	☒	Dual W/ United	1	0	0
106	Gate G-16	☒	Dual W/ United	1	0	0
107	Gate G-19	☒	Dual W/ United	1	0	0
108	Gate H-3	☒	Dual W/ Delta	0	0	0
109	Gate H-4	☒	CUTE	0	0	2
110	Gate H-5	☒	Dual W/ Delta	0	0	0

111	Gate H-6	☒	Dual W/ Delta	0	0	2
112	Gate H-7	☒	Dual W/ Delta	0	0	0
113	Gate H-8	☒	CUTE	0	1	0
114	Gate H-9	☒	Dual W/ Delta	0	0	0
115	Gate H-10	☒	Dual W/ Delta	0	0	2
116	Gate H-11	☒	Dual W/ Delta	0	0	0
117	Gate H-12	☒	Dual W/ United	0	0	2
118	Gate H-14	☒	Dual W/ United	0	0	2
119	Gate H-15	☒	Dual W/ Delta	0	0	2
120	Gate H-17	☒	Dual W/ Delta	0	0	2
121	J1 Bus Station		No computers	0	0	0
122	Gate J-2	☒	CUTE	1	0	0
123	Gate J-3	☒	CUTE	1	0	0
124	Gate J-4	☒	CUTE	1	0	0
125	Gate J-5	☒	CUTE	1	0	0
126	J6 Bus Station	X	CUTE	0	0	0
127	Gate J-7	☒	CUTE	1	0	0
128	Gate J-8	☒	CUTE	1	0	0
129	Gate J-9	☒	CUTE	1	0	0
130	Gate J-10	☒	CUTE	1	0	0
131	Gate J-11	☒	CUTE	1	0	0
132	Gate J-12	☒	CUTE	1	0	0
133	Gate J-14	☒	CUTE	1	0	0
134	Gate J-15	☒	CUTE	1	0	0
135	Gate J-16	☒	CUTE	1	0	0
136	Gate J-17	☒	CUTE	0	1	0
137	Gate J-18	☒	CUTE	1	0	0
TOTALS				23	2	192

Exhibit 2 – Sample Application for Payment CONTRACTOR APPLICATION FOR PAYMENT (O&M)

PROJECT NAME _____ PROJECT No. _____

OWNER MIAMI DADE AVIATION DEPARTMENT P.O. BOX 592075 Miami, FL 33159 APPLICATION DATE _____ APPLICATION No. _____

CONTRACTOR _____ CONTRACTOR JOB No. _____

FUNDING ☐ ISD ☒ ISD TO BE PAID FROM ACCOUNT # _____ PERIOD FROM _____ TO _____

ITEM No.	WORK DONE AND MATERIALS USED	TOTAL AMOUNT
1	Original Contract Amount for Unit and Lump Sum Price Items	\$0.00
2	General Allowance Account	\$0.00
		\$0.00
	ADJUSTED CONTRACT AMOUNT	\$0.00
	Total Completed and Stored to Date	\$0.00
	Net Earned	\$0.00
	Previous Net Earned	\$0.00
	Liquidated Damages	\$0.00
	AMOUNT PAYABLE (Net Earned less Previous Net Earned)	
	Balance to Finish (Adjusted Contract Amount less Net Earned)	\$0.00

COMMENTS:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor Signature

Printed Name

RECOMMENDATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the attached application for payment, MDAD agrees that the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Recommended.

AMOUNT RECOMMENDED: _____
(Attach explanation if amount differs from amount applied for)

PM Signature	Printed Name	Date
Initial	Date	Initial
	Date	Date

REVIEWED & APPROVED by MDAD		
MDAD Signature	Printed Name	Date

APPROVED by MDAD DIVISION DIRECTOR, IS&T		
MDAD IS&T Signature	Printed Name	Date

APPROVED by MDAD MANAGEMENT		
Signature	Printed Name	Date

