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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: November 15, 2022

Agenda Item No. 8(P)(3)

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

From: Daniella Levine Cava
Mayor

Resolution No. R-1112-22

Subject: Recommendation for Approval to Reject All Proposals For RFP-01258 and Award a Bid Waiver Contract: RFP-01258, Non-Exclusive Agreement Baggage Handling System Operation and Maintenance.

Summary

The County issued a request for proposals for baggage handling system operation and maintenance services. Four proposals were received and were evaluated, scored and ranked by the Competitive Selection Committee, which recommended to enter into parallel negotiations with the two top-ranked firms. The County issued a Request for Better Offers (RBO) and invited both firms to participate in the process. The prices received in response to the RBO were approximately 15 percent higher than the original prices submitted by both firms, due to inflation rates and COVID-19 pandemic impact on labor and supply chain shortages. This recommendation is to award to the highest ranked vendor with the best price. An award to any of the two vendors will need a bid waiver contract.

Therefore, this item is for (1) the rejection of all proposals submitted in response to Request for Proposals (RFP) No. 01258 and (2) the waiver of competitive bidding procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code by a two-thirds vote of the Board members present and award of a contract to John Bean Technologies Corporation for the purchase of Baggage Handling System (BHS) operation and maintenance services for Miami-Dade Aviation Department (Aviation). As proposals were received under RFP No. 01258 in 2020, proposers cannot maintain their proposal pricing due to changes in costs which have occurred over the past years. Miami International Airport (MIA) currently handles approximately 19,000 bags peaking to 31,000 bags per day in the South and Central Baggage Handling Systems. Instead of resoliciting new pricing through another RFP, this item authorizes a bid waiver to the John Bean Technology Corporation, which was the highest ranked firm as scored in RFP No. 01258. This bid waiver will take into consideration any increased costs and will eliminate further delays and costs which would result through issuance of another RFP.

Recommendation

It is recommended that the Board of County Commissioners approve this request to: (1) reject all proposals submitted in response to *RFP-01258* and (2) award Bid Waiver *Contract No. RFP-01258, Baggage Handling System Operation and Maintenance*, to John Bean Technologies Corporation for Aviation in the amount of $94,239,235. Current *Contract No. RFP-MDAD-11-14* was approved by the Board in June of 2015 through Resolution No. R-475-15 for a five-year term with five one-year Options-to-Renew. *Contract No. RFP-MDAD-11-14* is in its second option-to-renew term. The Office of the Inspector General (OIG) issued a Report of Investigation on May 6, 2019, *IG15-0027-I Probe of MIA's Baggage Handling System Operation and Maintenance Agreement*.

The recommended vendor shall work with the airlines on the baggage handling process, operation, maintenance and repair of all specified inbound and outbound automated sortation BHSs. The services shall ensure sustained performance and safe operation of the BHS equipment, provide preventive maintenance, corrective maintenance, repair and system modification, when required. The recommended vendor shall support all sortation BHSs systems 24-hours per day, seven days per week. This includes all MIA inbound BHSs at Concourses D, E, F, G, H and J; as well as all outbound BHSs except for American Airlines system, located in Concourse D (which is maintained by the airlines itself).

Background

A Request for Proposals was advertised to solicit proposal from qualified firms to operate, maintain and repair all inbound and outbound sortation of the existing and any new BHS systems. On May 15, 2020, six responses were received, including two "No Bids”. The Competitive Selection Committee (Committee) met in August of 2020 to review, evaluate and score the proposals. The Committee recommended parallel negotiations with the two top-ranked firms, John Bean Technologies Corporation (John Bean) and Oxford Electronics, Inc. dba Oxford Airport Technical services (Oxford), thus allowing the County to achieve the best possible price while obtaining the most favorable contractual terms.

The approval to move forward with negotiations with the two top-ranked proposers, as recommended by the Committee, was finalized in October of 2021. The County received several letters from proposers expressing concerns on various matters. Due to the contents of these letters, additional screenings, comprehensive reviews and in-depth responsibility review meetings were held to clarify and address areas of concerns.

On January 19, 2022, the Board adopted Resolution No. R-62-22 that amended I.O. 3-34, Formation and Performance of Selection Committees, providing that competitive selection committees be given all reports and findings issued by the Miami-Dade Office of the Inspector General (OIG) or the Miami-Dade County commission on Ethics and Public Trust (COE) regarding any vendor or proposed subcontractor under consideration by such selection committee. If the OIG or COE were to issue a report after the selection committee has scored and ranked the vendors, the selection committee may be re-impaneled to consider if such report would change the previous rankings of the vendors. In compliance with amended IO 3-34, the Committee was provided with the *OIG's Final Report of Investigation Re: Probe of MIA’s Baggage Handling System Operation and Maintenance Agreement, Ref. IG 15-0027-I*. The Committee was reconvened on February 14, 2022 and determined that the additional information in the OIG report did not change the previous rankings of vendors.

In March of 2022, the County issued a Request for Better Offers (RBO) to the two top-ranked proposers, where both firms were invited for parallel negotiations under *RFP-01258* competitive solicitation process. Per the RBO process, proposers were not allowed to make any changes or alterations to the initially proposed staffing plan, nor alter the level or manner of the services to be provided as was specified in their original proposals. The award of the contract was to be based on the lowest offer received in response to the RBO for the operation and maintenance of the services as required by the published RFP.

On March 18, 2022, both firms provided responses to the RBO competitive process and both firms’ prices increased by approximately 15 percent from the original proposal price submitted in May 2020. The proposed higher prices were attributed to inflation rates and COVID-19 pandemic impact on labor and supply chain shortages.

John Bean’s offer in response to the RBO was $83,739,234 (original offer $73,067,194), while Oxford’s offer was $92,686,998 (original offer $80,222,710). The County engaged in further negotiations with John Bean, the proposer who offered the lowest price, as allowed by the RBO. The County’s negotiation team achieved some price reductions on the hourly rates of personnel, however, was not able to achieve price reductions of annual maintenance and operation fees. To award this contract for the higher prices submitted in response to the RBO requires approval as a bid waiver. A bid wavier award pursuant to the RBO is in the best interest of the County as a new solicitation process will take additional time and there is no guarantee that the County will obtain better pricing. It must be noted that the prices proposed by John Bean under the RBO are lower than the prices submitted by the third (original offer $114,699,789) and fourth (original offer $102,341,411) ranked proposers.

The services this contract provides play critical role in MIA daily operations. Considering market conditions, labor and supply chain shortages, and complexity of the services, resoliciting for BHS operation and maintenance through another competitive solicitation process would not be practical. Accordingly, it is in the County's best interest to award this bid waiver contract pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code to continue purchase of baggage handling system operation and maintenance services at MIA.

Scope
MIA is located primarily within Commissioner Rebeca Sosa's District 6; however, the scope of this item is countywide in nature.

Fiscal Impact/Funding Source
The fiscal impact for the seven-year term is $94,239,235. This amount includes a $7,000,000 dedicated allowance for parts, and a $3,500,000 general allowance. The current contract, *RFP-MDAD-11-14*, was approved by the Board for $163,280,939 via Resolution No. R-475-15 for a five-year term with five one-year options-to-renew. The current value of the contract is $66,120,459 for seven years, which includes the initial five-year term, and two, one-year options-to-renew. The current option to renew term expires on December 16, 2022. The annual operation and maintenance fee under the replacement contract is higher than the current contract due to considerable changes in labor market conditions, high levels of inflation, and post-COVID-19 impact on labor and supply chain shortages.

Department	Allocation	Funding Source	Contract Manager
Aviation	$94,239,235	MDAD Operating Budget	Sylvia Novela
Total:			

Track Record/Monitor
Natalya Vasilyeva of the Strategic Procurement Department is the Procurement Contracting Manager.

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

Vendor Recommended for Award
A Request for Proposals was issued under full and open competition. Four responses were received. The recommended vendor is local.

Vendor	Principal Address	Local Address*	Number of Employee Residents 1) Miami-Dade 2) Percentage*	Principal
John Bean Technologies Corporation	70 West Madison Street, Suite 4400 Chicago, IL	1640 NW 42 Avenue Miami, FL	91 90%	Brian A. Deck

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

Due Diligence
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues 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.

In June 2015, John Bean entered into a settlement agreement in the amount of $391,950 with the Treasury Department’s Office of Foreign Assets Control (FAC) for alleged violations of Executive Order 13382 and the Weapons of Mass Destruction Proliferators Sanctions Regulations, which aim to financially isolate proliferators of weapons of mass destruction by freezing their assets. The settlement reflects OFAC’s consideration that John Bean had not been the subject of a Penalty Notice or a Finding of Violation from OFAC in the five years preceding the transactions constituting the Apparent Violations; John Bean implemented some remedial measures to prevent a recurrence of the Apparent Violations, including employee training, enhancements to its compliance program, and enhanced party screening; John Bean cooperated with OFAC’s investigation, including, among other cooperation, by agreeing to toll the statute of limitations for 514 days.

The *OIG Final Report of Investigation Re: Probe of MIA’s Baggage Handling System Operation and Maintenance Agreement* noted that John Bean had questionable relationships, prohibited communications, and non-compliant practices regarding improper communications during the procurement process for the current contract (*RFP-MDAD-11-14).* The OIG Final Report also listed a pass-through contracting arrangement which resulted in the termination of a consultant, of which John Bean staff was identified as a party to either directly or indirectly. In response to the OIG’s Final Report, John Bean stated that the firm took proactive steps to reinforce and understanding of the policy requirements associated ethical business conduct and legal compliance with contract terms. The County met with John Bean on January 22, 2021 and discussed John Bean’s commitment to corporate responsibility and accountability.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- The Small Business Enterprise measures apply as follows: 30 percent SBE-Construction subcontractor goal (18 percent for the trade of Electrical Contractors and Other Wiring Installation Contractors and 12 percent for Commercial and Institutional Building Construction). All other work (outside the normal maintenance) including modification, enhancement and repairs of the BHS requested by the Department via Work Orders shall be submitted to SBD for review and determination of measures. A 10 percent Community Workforce Program goal is appropriate for this contract.
- The Responsible Wage applies as the services to be procured are covered services under the Ordinance.

Jimmy Morales
Chief Operations Officer

MEMORANDUM
(Revised)

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

DATE: November 15, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(3)

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(P)(3)
11-15-22

RESOLUTION NO. R-1112-22

RESOLUTION RECOMMENDING REJECTION OF ALL PROPOSALS RECEIVED IN RESPONSE TO RFP-01258, AND WAIVING COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AND APPROVING AWARD OF BID WAIVER CONTRACT NO. RFP-01258 TO JOHN BEAN TECHNOLOGIES CORPORATION FOR THE PURCHASE OF BAGGAGE HANDLING SYSTEM OPERATION AND MAINTENANCE SERVICES FOR THE MIAMI-DADE AVIATION DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED $94,239,235.00 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 AND 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; and

WHEREAS, the Board finds it is in the best interest of the County to reject all proposals received in response to RFP-01258, and waive competitive bidding requirements of section 2-8.1 of the Code of Miami-Dade County, Florida, and section 5.03(D) of the Home Rule Charter by a two-thirds vote of the Board members present,

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

Section 1. This Board finds in the best interest of the County to waive competitive bidding requirements of section 2-8.1 of the Code of Miami-Dade County, Florida, and section 5.03(D) of the Home Rule Charter by a two-thirds vote of the Board members present, and approves award of bid waiver Contract No. RFP-01258 to John Bean Technologies Corporation, in substantially the form attached and made a part hereof, for the purchase of baggage handling system operation and maintenance services in a total amount not to exceed $94,239,235.00 for the seven-year term.

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

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Sen. Rene Garcia** 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	**absent**
Eileen Higgins	**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 15th day of November, 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

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

NON-EXCLUSIVE AGREEMENT

BAGGAGE HANDLING SYSTEM OPERATION AND MAINTENANCE

AT

MIAMI INTERNATIONAL AIRPORT

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NON-EXCLUSIVE AGREEMENT FOR THE OPERATION OF THE BAGGAGE HANDLING SYSTEM OPERATION & MAINTENANCE AT MIAMI INTERNATIONAL AIRPORT

THIS AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2022, by and between Miami-Dade County, Florida (the "County"), a political subdivision of the State of Florida and John Bean Technologies Corporation ("Contractor" or "Contractor Company"), a Corporation authorized to do business in the State of Florida.

WITNESSETH:

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

WHEREAS, the County owns Miami International Airport (MIA), and operates the Airport through the Miami-Dade Aviation Department (Department).

WHEREAS, the Department, desires to engage a Contractor to ensure the safe operation and maintenance (O&M) of the BHS at Miami International Airport.

WHEREAS, a Request for Proposal, RFP No. 01258 was issued by the County on July 26, 2019, and in response to the Request for Proposal, the County received proposals and an award has been made to Contractor.

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

DEFINITIONS

A. **AGREEMENT or CONTRACT:** The Agreement and all attachments hereto and a part hereof entered into by the County and the Contractor, including all of its terms and conditions, attachments, exhibits, and amendments.

B. **GENERAL ALLOWANCE ACCOUNT**: Account in which a stated dollar amount(s) is included in the Contract for the purpose of funding portions of the Work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the County to be incorporated into the Contract. Performance of work, if any, under the General Allowance Account will be authorized by written Work Order(s) issued by the County.

C. **AMENDMENT:** A written modification to this Agreement executed by Contractor and the County covering changes, additions, or reductions in the terms and conditions of this Agreement.

D. **BAGGAGE HANDLING SYSTEM (BHS):** The BHS consists of the automated baggage sortation system, operation and supporting and equipment at the Miami International Airport as referenced in Exhibit A.

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

F. **CONTRACTOR**: An independent firm, company, joint venture, corporation, partnership, or individual authorized to do business in the State of Florida approved to oversee the operations of the BHS O&M operation, which term shall include its officers, partners, employees, successors, legal representatives, and assigns.

G. **DAYS:** Calendar days.

H. **DEPARTMENT or MDAD:** Miami-Dade Aviation Department, which is a department of Miami-Dade County and represented by and acting through its Director or his/her designee(s).

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

J. **DOCUMENTATION:** Is defined as all records, procedures, schematics, diagrams, and manufacturer and Contractor manuals customized or created specifically for the County.

K. **EFFECTIVE DATE**: The date that appears in the first paragraph of the Contractor Agreement.

L. **FISCAL YEAR:** The period of time which commences on October 1st, of a particular year and concludes on September 30th, of the ensuing year.

M. **MIAMI-DADE COUNTY FLORIDA ("COUNTY")**: A political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns. Miami-Dade County owns the Miami International Airport (MIA) and operates the Airport through the Miami-Dade Aviation Department

N. **MAINTAIN**: Preventive maintenance, repair or replacement, as deemed appropriate in Contractor's reasonable business judgment, of any installed equipment with the understanding that the Contractor will provide the labor and the County will supply the equipment.

O. **MONTHLY CONTRACTOR FEE:** The fee paid to Contractor for operating and maintaining the Facilities.

P. **NOTICE TO PROCEED:** A written notice to proceed issued by the Project Manager authorizing Contractor to proceed with the training or work described in this Agreement.

Q. **OPERATION**: The ongoing process of sustaining the performance of the BHS according to design intent, the Owner's changing needs, and optimum efficiency levels.

R. **SERVICES:** Those services that Contractor shall perform in accordance with the terms and conditions of this Agreement as directed and authorized in writing by the County.

S. **WORK ORDER**: A written order, authorized by the Director, directing the Contractor to perform work under the General Allowance Account, directing the Contractor to perform a change in the work that does not have a monetary impact, including but not limited to, extending the Contract Time without increasing the maximum Contract amount.

T. **PROJECT MANAGER (PM):** The person designated by the Department to administer the terms and conditions of this Agreement documents on behalf of the County.

ARTICLE 1 – TERM AND FACILITIES

1.01 Term

The County hereby engages Contractor and Contractor hereby shall perform the work described in Exhibit A, "BHS O&M Technical Specifications", and agrees to operate and maintain the BHS located at Miami International Airport (the "Airport" or "MIA"), as described in Sub-Article 1.03. The term of this Agreement shall begin upon execution by the parties and shall extend for the period of seven (7) years following the execution of this Agreement. After execution, the County will issue the First (1st) Notice to Proceed to commence the training period, which shall in no event extend beyond sixty (60) days in duration. Upon successful completion of the training period, the County will issue the Second (2nd) Notice to Proceed to authorize commencement of the BHS operation and maintenance services.

1.02 Extensions

The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

1.03 Facilities

The Contractor shall hereby perform the work described in Exhibit A, "BHS O&M Technical Specifications", and agrees to operate and maintain the BHS's located in the following concourses at Miami International Airport

A. Concourse D (Inbound Only)
B. Concourse E (Inbound & Outbound)
C. Concourse F (Inbound & Outbound)
D. Concourse G (Inbound & Outbound)
E. Concourse H (Inbound & Outbound)
F. Concourse J (Inbound & Outbound)

1.04 Request for Proposals Incorporated; Order of Precedence

The Contractor acknowledges that it has submitted to the County a Proposal (Exhibit P), in response to a Request for Proposals (RFP), and made various statements and representations to the County's Selection Committee, that were the basis for the award of this Agreement and upon which the County relied. The RFP and the Proposal, and all affirmative statements or representations made to the Selection Committee, are incorporated into this Agreement. In the event there are any conflicts between this Agreement and Technical Specifications, and the RFP or the Proposal, the terms of this Agreement and Technical Specifications shall govern, followed by the RFP and then the Proposal. Additionally, the Proposal, and Contractor's statements and representations, terms of this Agreement, are hereby incorporated into this Agreement by reference to the extent that they impose additional or more stringent obligations on the Contractor. No portion of the Proposal, or any statement or representation, shall serve to waive, diminish, or limit any provision of this Agreement.

Representations made by the Contractor, such as those describing its programs, abilities, qualifications, persons, and other proposed services in support of this Contract shall be enforceable under this Agreement.

ARTICLE 2 - SCOPE OF SERVICES

2.01 BHS Services

A. Contractor shall provide all services listed in the BHS Technical Specifications attached as Exhibit A, as well as all appurtenant work, or work necessary to accomplish same, for the firm fixed yearly price proposed in the proposal. Therefore, the price shall include all necessary manpower, services, equipment, inventory, materials, software, hardware, travel and lodging, and other direct costs, as well as all indirect costs, including but not limited to home office expenses, management expenses, sales general and administrative expenses (SG&A), carrying costs, travel, and opportunity costs, as well as all profits, for the management of all necessary construction services, the purchase of parts and materials, inventory control, and all related work required to maintain, operate, and operate the BHS as specified in Exhibit A. These services will be inclusive in the base Agreement amount.

The Contractor shall be responsible for all staffing costs associated with the BHS. The County does not warrant or guarantee that the system can be operated or maintained with the staffing proffered by the Contractor, and the Contractor shall be solely responsible for maintaining sufficient staffing as to ensure compliance with its contractual requirements for system availability. Contractor shall acknowledge that it has inspected the facilities and pertinent documents prior to entering into this agreement.

B. The Contractor may be required, at the direction of the Department, to perform additional or extra work to complete repairs, modifications and/or enhancements pursuant to 2.02 below. This work will be funded from the General Allowance Account pursuant to Article 3 of this Agreement. Contractor shall diligently, upon written direction of the Department, perform such work in accordance with the requirements of this Agreement. The Contractor shall be compensated for actual costs incurred in the performance of this additional or extra work, including all overhead, fees, indirect costs and out-of-pocket expenses, including but not limited to materials and miscellaneous costs and fees at the contractually stipulated rates.

2.02 BHS Improvements

The Contractor shall be responsible for any repairs, modifications, and enhancements ("Improvements") required to operate and maintain the BHS equipment and system pursuant to Exhibit A.

2.02-1 As authorized pursuant to Section 125.012(24), Florida Statues, when requested by the Department, Contractor shall contract for the design and construction for Improvements for the BHS. Contractor shall, following approval by the Department and Contractor of plans and specifications, solicit a not-to exceed price for construction of the Improvements called for by approved plans, specifications and bid documents. The construction contracts for the Improvements let by Contractor shall be subject to prior approval by the Department before they are executed by Contractor and shall incorporate the MDAD General Covenants and Conditions. If the not-to-exceed price of work is excessive, in the opinion of the Department, the proposed contract shall be rejected. If directed by the Department, the Contractor shall solicit sealed competitive bids, for any or all of the Work.

All design and construction deliverables shall be in accordance with the procedures as specified in Exhibit D, Tenant Airport Construction Reimbursable Procedures (TAC-R).

2.02-2 All contracts entered into by Contractor for the construction of the Improvements shall require completion of the Improvements within a specified time period following the award of the bid, and shall contain reasonable and lawful provisions for the payment of actual or liquidated damages and the retention of up to ten (10) percent of construction costs until completion of the contracted work. Contractor agrees that it will use its best efforts to take all necessary action available under such construction contracts to enforce the timely completion of the work covered thereby.

2.02-3 The Improvements, upon completion, shall immediately become the property of the County, free and clear of any liens or encumbrances whatsoever. Contractor agrees that any contract for construction, alteration or repairing of the BHS, or for the purchase of material to be used, or for work and labor to be performed shall be in writing and shall contain provision to protect the County from the claims of any laborers, subcontractors or material men against the Facilities or Improvements.

2.02-4 The County, through its auditors, internal, external or special, shall have the right to audit the costs of construction of the Improvements, which shall include any Department-approved changes.

2.02-5 All design and construction contracts entered into by Contractor shall be assignable by Contractor to the County or others as designated by the Department, upon the request of the Department. Upon such assignment, Contractor shall be relieved from any further responsibility to the County under such design and construction contracts.

ARTICLE 3 – GENERAL ALLOWANCE ACCOUNT

Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item(s). The County may, at its sole discretion, utilize the General Allowance Account (GAA), to pay for additional or extra work, inclusive of modifications/enhancements of the BHS system and/or repairs outside the normal maintenance of the BHS system.

GAA shall be used to reimburse the Contractor for the actual costs of permit fees, license fees, impact fees and inspection fees paid to any governmental entity in connection with performance of any construction work related to the operation and maintenance of the BHS system (as further described in Section 16 of Exhibit A); for furnishing all labor, materials, equipment and services necessary for any construction work required to maintain the BHS system as a result of unforeseeable conditions; for performing minor construction changes required to resolve: oversight in design, MDAD oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays. At such time as work is to be performed under this GAA, if any, the work shall be incorporated into the Agreement, and shall in all respects be integrated into the work as a part of the Agreement as awarded

These values, if any, included in the Total Contract Amount, are not chargeable against the Total Contract Amount unless and until the Contractor is directed to perform work contemplated in the GAA by a written Work Order(s) issued by the County. Any unused monies in any allowance account shall remain property of the County.

At such time as work is to be performed under the GAA, if any, the work shall be integrated into the Contract as a part of the Contract as awarded.

The Work Order for the required work will be issued by the County upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the County. Pricing shall be in accordance with the requirements for the Technical Specifications related to Additional or Extra Work.

Except where authorized in advance by the County, the Contractor shall solicit quotes from no less than three subcontractors or suppliers for any work the Contractor is not performing with its own forces. The Contractor shall submit the solicited bids to the County for approval or rejection. If the bids are rejected by the County, the Contractor shall solicit additional bids for submittal. Reference Exhibit D for additional details.

No Work Orders shall be issued against the GAA if such Work Orders in the aggregate exceed the authorized amount of that GAA, provided however that such excess may be authorized by amending the Contract. No Work Order issued may modify the terms, conditions, or covenants of this Agreement unless subsequently approved by the Board of County Commissioners.

At Final Acceptance, the Contract Price shall be decreased to reflect unexpended amounts under the GAA.

ARTICLE 4 - COMPENSATION TO CONTRACTOR

4.01 Compensation Payable

The County shall pay to Contractor as consideration for operating and maintaining the BHS at MIA for the BHS locations specified in Sub-article 1.03, "Facilities", and providing the services required herein, as follows:

A. The amount of compensation payable by the County to the Contractor shall be based on the rates quoted in Exhibit B hereto, which by this reference is incorporated into and made a part of this Agreement. The annual price shall be divided by twelve (12) months to arrive at a monthly payment to the Contractor throughout the Term of this Agreement and any extensions. This monthly payment shall be deemed to include all necessary manpower, services, equipment, inventory, materials, software, hardware, travel and lodging, and other direct costs, as well as all indirect costs, including but not limited to home office expenses, management expenses, SG&A, carrying costs, travel, and opportunity costs, as well as all profits, for the management of all necessary construction services, the purchase of parts and materials, inventory control, and all related work required to maintain, operate, and operate the BHS as specified in Exhibit A during such month. Payment of this amount shall commence following completion of any training period as authorized by the County and issuance of the Second Notice to Proceed.

B. Compensation to the Contractor for any additional or extra work shall be made in conformance with these contract documents. The Contractor will be compensated for actual costs incurred in the performance of this additional or extra work. Under no circumstances may the Contractor include, as a component of any hourly rate for manpower or materials, home office expenses, SG&A, or other indirect costs; payment for manpower shall be made solely on the basis of the hourly rate to the worker in accordance with Exhibit B.

C. In accordance with Miami-Dade County Code Section 2-8.8, as a condition of final payment under this Agreement, the Contractor shall identify all subconsultants/subcontractors used for the Services, the amount of each subcontract, and the amount paid and to be paid to each subconsultant/subcontractor. (Refer to Exhibit L).

D. The Contractor shall submit as attachments to each invoice Certified Payroll forms for all employees on the job, at every tier, for job classifications identified with the applicable Responsible Wages and Benefits. The data on the Certified Payroll forms will be checked against the required wages and benefits prescribed in the Miami-Dade County Responsible Wages & Benefits – Building.

4.02 Invoicing

On the first (1st) day of each month, the Contractor shall submit to the Department the monthly invoice for services performed during the previous month. The County's Project Manager will review and verify the accuracy of the invoice as submitted and subsequent to the verification shall issue payment to the Contractor in the verified amount. If there are deductions or penalties, the amount paid to the Contractor shall be adjusted to reflect these items. No verification or payment shall preclude the Department from recovering any money paid in excess of that due. **Verification and payment by the County shall not serve as a limit or bar on the ability of the County to recover from the Contractor any overpayments.**

A. The invoice shall include the billable information as stated in the Price Proposal Schedule. The costs for profit, overhead (including labor, materials, supplies, and training) are inclusive of the fees per square feet stated in the Price Proposal Schedule.

B. **Deductions** - Payment shall be in accordance with Article 6.07 for any period in which the Contractor fails to complete all the scheduled Contract work or fails to meet the service levels specified in the Technical Specifications or this Agreement. However, the County may agree to pay a reduced or prorated amount if the Contractor's failure to provide the services as specified was beyond the Contractor's reasonable control or was otherwise approved by and/or is in the best interests of the County. In addition to any other rights granted to the County hereunder, the County shall have the right at any time during the term of the Agreement, to withhold from any monies otherwise due and payable to the Contractor, such sums as the County deems necessary or desirable to protect itself against failure or delay in performance by the Contractor of its obligation hereunder, which right may be exercised by the County with or without revoking or terminating the Agreement.

C. **Reductions** - No invoiced amount will be payable by the County for any (or all) facilities covered hereunder that are taken out of service by the County for any period.

4.03 Prompt Payment

The Contractor shall be fully responsible for making prompt payments and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Contractor to issue prompt payment to small businesses or to adhere to its dispute resolution procedures may be cause for suspension, termination, and debarment in accordance with the terms of the County contract or Public Health contract and debarment procedures of the County. Payment of undisputed invoice by the County shall be in accordance with both the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes and Ordinance No. 15-31 pertaining to Small Business Enterprise (SBE) Program, which amends Section 2-8.1.1.1.1 of the Code.

4.04 Timely Payment to Contractor

All payments required to be made to the Contractor by the County hereunder shall be due and payable in accordance with the guidelines of the "Florida Prompt Payment Act" part VIII, Chapter 218, Florida Statutes, Ordinance No. 15-31 amending Section 2-8.1.1.1.1 of the Code, and of billing from the Contractor as provided herein; however, that the County may withhold payment of those portions of any billings which, in good faith, are in question or dispute. The Department shall advise the Contractor in writing of any such questioned or disputed portions of a billing within the guidelines of the "Florida Prompt Payment Act" payment period and shall remit the undisputed balance provided for herein.

ARTICLE 5 - PERSONNEL

5.01 Secured Areas/Airfield Operations Area (AOA) Sterile Areas Security

The Contractor shall acknowledge and accept full responsibility for compliance with all applicable Federal, State, and Local laws, rules and regulations including those of the Homeland Security, Transportation Security Administration's (TSA) Code of Federal Regulations 49 CFR Part 1542 et all, Federal Aviation Administration (FAA), Customs and Border Protection (CBP), the MDAD Airport Security Plan and applicable Security Directives issued by TSA and the Aviation Department as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).

In order to maintain high levels of security at MIA, the Contractor must obtain MDAD photo identification badges for all the Contractor employees who are authorized access to the Secured/AOA/Security Identification Display Area (SIDA),Sterile Concourse Areas or any other restricted areas of the Airport as may be required and designated in the Airport's Security Plan. All Contractor employees shall be required to obtain photo identification badges and will be subject to fingerprint-based criminal history records checks.

The Contractor shall be responsible for requesting MDAD to issue identification badges to all employees who the Contractor requests to be authorized access to the Secured/AOA/SIDA/Sterile Concourse Areas and any other restricted areas of the airport as may be required and designated in the Airport's Security Plan and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employer of the Contractor or upon final acceptance of the work or termination of this Agreement. The Contractor will be responsible for fees associated with lost and unaccounted for badges as well as the fee(s) for fingerprinting and ID issuance.

All employees of the Contractor who must work within MDAD Secured/AOA/SIDA/Sterile Concourse areas or any other restricted areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced secured areas. Badges shall be worn/displayed on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular company area. Each employee must complete the Security Identification Display Area SIDA training program conducted by the MDAD Security Division Credentialing Office before any ID badge is issued to such employee and comply with all other TSA, Homeland Security, FAA, CBP and MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued.

Contractor Ramp Permits will be issued to the Contractor authorizing vehicle entrance to the AOA through specified MDAD vehicle access control gates for the term of any Project. These permits will be issued only for those vehicles that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or company leased

vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three inch lettering) displayed on both sides of the vehicles.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required elsewhere in this Agreement. Proof of such insurance is provided to MDAD Airside Operations Division upon request.

Only Contractor staff with proper access zone pictured MDAD SIDA ID badges shall be allowed to operate a motor vehicle on the AOA without a MDAD escort. The Contractor shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course, Reoccurring AOA Driver and Movement Area Driver training programs conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

The Contractor shall agree that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Contractor from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including repeated failure to comply with MDAD's or the TSA, Homeland Security, FAA, CBP, SIDA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA should be advised, in writing, of the reason for such denial.

The Contractor shall acknowledge and understand that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, Homeland Security, FAA/Federal Inspection Services (FIS) agencies and MDAD access control and security policies and procedures as may be required and designated in the Airport Security Plan and Department Rules and Regulations Chapter 25.

The Contractor shall understand and agree that vehicle and equipment shall not be parked/stored on the AOA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.

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

Notwithstanding the specific provisions of this Article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/Homeland Security/FAA/FIS agencies.

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

Contractor shall agree that it will include in all contracts and subcontracts with its MIA sub-consultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Contractor shall agree that in addition to all remedies, Damages, and sanctions that may be imposed by TSA, Homeland Security, FAA, FIS agencies or MDAD upon Contractor sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions. The Contractor shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and Damages arising there from, such costs to include reasonable attorneys' fees.

5.02 Restricted Area Access – Identification Badges

Contractor shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the Airport as a part of their regularly assigned duties, and shall return the identification badges of all personnel transferred or terminated from the employ of Contractor or Airport assignment and upon termination of this Agreement. Contractor shall promptly report to the Department the names of all persons who were employed by Contractor from whom they were unable to obtain the return of Department issued identification badges. In the event that an identification badge is not returned because of a failure by Contractor, Contractor shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require Contractor to conduct background investigations, criminal history checks and to furnish certain data on such employees before the issuance of such identification badges, to include the fingerprinting of employee applicants for such badges. The fee for ID badges/background checks is approximately $58.00 per employee but subject to change. Any changes to said fee shall be responsibility of the Contractor.

5.03 AOA – Right to Search

It is understood that the Department has a strong interest in maintaining good Airport security and intends to implement increased security measures for companies having access to the AOA of the Airport. Contractor agrees that its vehicles, cargo, goods and other personal property are subject to being searched when entering or leaving the AOA. Contractor further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his/her regular duties, to enter the AOA unless and until such employee has executed a written consent to search form acceptable to the Department. Persons not executing such consent to search form shall not be employed by Contractor pursuant to this Agreement.

It is further agreed that the Department has the right to prohibit an individual, agent or employee of Contractor from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before a designated Contractor representative of the Department within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial. Persons denied such access shall not be employed by Contractor hereunder.

Contractor acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities.

5.04 AOA – Driver Training

Before Contractor shall permit any employee to operate a motor vehicle on the AOA, Contractor shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

5.05 Federal Agencies Right to Consent

Contractor understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various FIS agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by the FIS agencies may not be employed by Contractor on the Airport.

5.06 Employment Related Examinations

The Department shall have the right to require Contractor to use properly validated and lawful tests and procedures as a pre-employment screening mechanism for all or designated classifications of employees to assist Contractor in determining the accuracy of employment applications and the integrity of employment applicants. The Department may likewise require the use of shopping services, undercover operatives and other investigatory techniques for determining the honesty of employees. In addition, the Department may require Contractor to have polygraph examinations administered in individual instances, fully in compliance with the requirements and limitations of Federal law.

5.07 Tips and Gratuities

No employee of Contractor shall be permitted directly or indirectly to solicit tips or request any form of gratuity from anyone unless under a program approved by the Department which may include the method to be used for distribution of such tips or gratuities.

5.08 Relationship of Parties

Officers, agents, and employees of Contractor shall not be deemed to be employees of the County for any purpose whatsoever.

5.09 Language Requirements

Contractor shall ensure that all employees in regular contact with the public, as part of their regular duties, are able to understand and communicate in clearly understandable spoken English. Contractor shall utilize such tests or procedures satisfactory to the Department to ensure compliance with this provision.

5.10 Employment Eligibility Verification (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.

5.11 Alcohol and Drug Testing

Contractor shall acknowledge that the County has the obligation to establish a drug free workplace, and to establish policies and programs to ensure Airport safety and security. Contractor acknowledges that the Department has the right to require users of the Airport, including but not limited to lessees, permitees, licensees, and management companies, to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, Contractor shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening, based upon reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol or drugs. Further, to the extent permitted by law, Contractor shall establish a program for the random alcohol and drug screening of all employees who are authorized, pursuant to this Agreement, to operate any type or kind of vehicle on the AOA. Contractor shall make good faith efforts to negotiate amendments to any existing contract(s), which may serve as a bar to Contractor's implementation of its obligations hereunder. Notwithstanding the above, Contractor specifically acknowledges that the Department has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person whom it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

5.12 Employee Training

Contractor shall, on an ongoing basis, provide effective customer service training programs for all personnel having public contact.

5.13 Use of Public Facilities

Contractor shall acknowledge and agree that the County has provided certain facilities, including, but not limited to, seating areas, holdrooms and restrooms in the Terminal Building, public parking and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Airport tenants and commercial users. Contractor shall not permit its employees to use the public areas provided by the County for use by the traveling public, except those employees normally required to be in contact with the traveling public, those providing passenger services and those doing so as part of regular assigned duties.

5.14 Passenger Referrals

Contractor shall not permit its employees to enter into any agreements, understanding, arrangements or contracts, whether written or oral, relative to the referral of passengers and other Airport users to hotels, restaurant, shops or services off the Airport. The acceptance by an employee of any form of compensation, whether in cash or in kind, from airport employees and business and the possession of referral cards for such business shall be *prima facie* evidence of a violation of this provision.

5.15 Employee Covenants Violations

In the event Contractor violates the covenants in Sub-Articles 7.13 or Sub-Article 7.14 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to (i) confiscate the employee's Airport identification, (ii) require Contractor to terminate from employment at the Airport those employees who have individually violated the covenants of Sub-Article 7.13 and/or Sub-Article 7.14, and (iii) take action pursuant to Article 18 thereof.

5.16 Other Business Activity

Contractor and its employees shall conduct no other business activity within the Facilities of the Airport, except as specifically authorized herein.

ARTICLE 6 - DUTIES AND OBLIGATIONS OF CONTRACTOR

6.01 Policy and Procedures Manuals

Unless such already exist, in which case Contractor shall comply with their requirements, Contractor shall develop and submit to the Department for its review and approval such policy and procedures manuals, which when approved, shall become the property of the County, as are necessary and appropriate to govern the operation and maintenance of the Facilities and the provision of services hereunder. Such manuals, without limiting the scope thereof, shall cover at least the following:

(a) Employee Training Manuals
(b) All manuals and procedures related to equipment and systems.
(c) Facilities maintenance and cleanliness programs

Once any policy and procedure manual required herein is approved by the Department, it shall not be modified or amended without the further approval of the Department. The manuals required pursuant to this Article 6.01, shall be developed based on the operation of Contractor at the Airport pursuant to this Agreement.

6.02 Injury or Damage

In the event of any injury to any person or loss or damage to any property in the Facilities, Contractor shall immediately notify the Department and promptly furnish copies of relevant reports in connection therewith. Contractor shall indemnify and defend the County against any claims arising out of any injury or damage, in conformance with the provisions of this Agreement.

6.03 Permits and Licenses

Contractor shall be responsible for obtaining all necessary permits and licenses required for installation and operation of the BHS. Contractor shall cooperate and comply with any inspections required by all Occupational Safety and Health Administration (OSHA), Federal, State, and County codes, ordinances, statutes, and laws.

Contractor must possess and maintain throughout the term of the Agreement and any Extensions thereof, the licenses or qualifier in accordance with Article 2, and provide proof of such to the County.

Any work not under the scope of work of the Contractor's license must be sub-contracted to an appropriate licensed contractor.

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

6.04 Accounting Records and Audit Provisions

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

6.05 Right to Audit

The Department and the auditors of the County (internal and external) shall have the right, without limitation, at any time, to audit, check, inspect and review all operating procedures of Contractor hereunder and all books of account, records, financial reports, financial statements, operating statements, inventory records, copies of Federal income and State sales tax returns, work papers and supporting documents relating to operations of Contractor hereunder, and other pertinent information as may be determined to be needed or desirable by the Department.

6.06 Contracts/Agreements

Any and all contracts or agreements to be entered into by Contractor solely to support operations, hereunder shall be approved in advance by the Department and shall contain a provision that any such contracts or agreements shall be assignable, upon notice from the Department, to the County or to another party as designated by the Department.

6.07 Performance Indicators and Deductions

A. All work performed and all materials furnished shall be in conformity with contractual requirements of this Agreement. Performance of a service will be evaluated throughout the day to determine compliance with the performance requirements of the Agreement. In the event the County determines that the services performed or materials furnished by the Contractor are defective, not in conformity with the contract requirements, or have resulted in an inferior or unsatisfactory level of service, the County shall notify a Contractor to correct the nonconforming condition within the cure periods identified. Nonconforming conditions shall result in a deduction in payment as indicated in Section 14 of Exhibit A.

B. The Contractor and the County expressly agree that calculation of actual damages to the County's reputation which may result from the Contractor's failure to perform (i.e., loss of passenger goodwill or negative publicity) are incapable of precise determination, and that the Liquidated Damages assessed herein are fair, reasonable, and not a penalty.

C. If the Contractor fails to perform its obligations hereunder, and actual damages resulting therefrom are capable of determination, such as damages to persons or property, then Contractor shall be liable to County for such damages.

D. For default by Contractor, of any performance measure, County may offset against the next check owed to Contractor the amount of such liquidated damages or the amount of the actual damages, or may at County's option, draw down upon the monthly invoice due to the Contractor, in an amount equal to the actual damages determinable by County or in an amount equal to the deduction.

E. Upon failure of the Contractor to comply within the Response Time, the County shall have the authority to correct the condition by other means, including the use of County employees or by separate contract. The costs of the action taken by the County to remedy the nonconforming situation/condition as determined by the County shall be deducted from any monies due or to become due the Contractor under this Agreement.

F. Notwithstanding, nothing in this Section shall limit the County's rights or remedies in the event of a material default of this agreement by Contractor, and the specification of Liquidated Damages herein is supplemental to, and not in derogation of, the County's right to terminate this Agreement in the event of a material default or otherwise provided for at law.

G. Notwithstanding the above notice provisions, if the County determines that a condition exists which may adversely affect the health or safety of a person or property, the County shall order the Contractor to correct the condition immediately. Upon the refusal of the Contractor to comply with the order or a determination by the County that the Contractor is unable to correct the condition, the County will have the authority to correct the condition by other means without further notice. If the County has cause to correct a condition that, in the County's opinion, should have been corrected by the Contractor, the County may elect to assess financial damages and/or the additional cost to the County, to obtain other means to correct the nonconforming item. Continual or intentional breaches of contract will be causes for termination.

H. Actions Not Covered Under This Article - The damages set forth in this Article shall not apply to the extent the Services rendered by Contractor are affected by any of the following; (i) unauthorized actions of the County's personnel; (ii) unauthorized actions of third parties not an agent, Subcontractor, or supplier of the Contractor; (iii) failure of software or equipment not administered by Contractor; (iv) damage or malfunction of hardware or software cause by the County, or third party not an agent, Subcontractor, or supplier of the Contractor; or (v) the *force majeure* conditions set forth elsewhere in this Agreement.

6.08 Communication between the County and the Contractor

A. At the start of this Agreement, the Department Director will designate the County's Project

Manager for this Agreement. The County's Project Manager may designate a representative to be responsible for day-to-day communication with the Contractor.

B. The County's Project Manager will monitor the quality of work performed, the manner of performance, rate of progress of the work and the acceptability.

C. The County's Project Manager will interpret the Technical Specifications and the Department's satisfaction with the level of Contractor performance of the Agreement.

D. Should the Contractor disagree with the County Project Manager's determination regarding any question or issue, the Contractor may request the matter be brought to the Department Director for final determination.

ARTICLE 7 - RIGHTS RESERVED TO THE COUNTY

7.01 Rights Reserved to County

All rights not specifically granted to the Contractor by this Agreement are reserved to the County.

7.02 Rights of County at Airport

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport, inclusive of the facilities covered under this Agreement. The County shall, in the exercise of such right, be free from any, and all liability to Contractor for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole active negligence of the County, its employees, or agents. Nothing herein shall obligate or mandate that the County utilize Contractor to perform work related to the Facilities.

7.03 Other County Rights

Contractor shall be liable for any physical damage caused to the Facilities by Contractor, its employees, agents, contractors, subcontractors, vendors, or suppliers. The liability shall encompass: (i) Contractor's repair of the Facilities, or if the Facilities cannot be repaired, payment to the County of the fair market value replacement cost of the Facilities; and (ii) any other such damages to the County or the Airport arising from the physical damage caused by Contractor. The County may also initiate an action for specific performance, injunctive relief, or any other cause(s) of action pursuant to applicable law.

ARTICLE 8 - MAINTENANCE BY CONTRACTOR

8.01 Cleaning of Facilities

Contractor shall maintain and keep the office and administrative locations clean at all times. If the respective office and administrative locations are not properly maintained and kept clean, in the opinion of the Department, Contractor will be so advised and shall take immediate corrective action.

8.02 Repair of Damage

Contractor shall repair all damage to the Facilities, office and administrative locations caused by Contractor, its employees, agents, independent contractors or patrons. The Department may, at its option, choose to do the work with its own forces or by contract or to require Contractor to perform or contract the work, as per 8.06 below.

8.03 Garbage and Trash Disposal

Contractor shall remove from the Facilities, office and administrative locations all garbage, trash and refuse of any nature whatsoever which might accumulate and arise from any operations hereunder. Such garbage, trash refuse shall be stored and disposed of only in the manner approved by the Department.

8.04 Maintenance of Utilities

Contractor shall operate and maintain all the components of the electrical distribution, air conditioning, ventilating, fire protection, hot and cold water, and industrial and sanitary sewerage systems and facilities within the boundaries of the Facilities, unless otherwise directed by the Department. The Department reserves the right to make arrangements for emergency maintenance and repair of said systems and facilities, using its own or contract employees, during nights, weekends and holidays.

8.05 Maintenance and Repair

Contractor shall maintain and repair the interior of the Facilities (excluding the maintenance and repair of the BHS as described in Sub-Article 2.02), and shall make all repairs as required in and about the Facilities, including, but not limited to, painting, doors, windows, fixtures, furnishings, appurtenances, replacement of light bulbs, ballasts and tubes and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition, subject to ordinary wear and tear.

8.06 Extraordinary Maintenance

Contractor shall consult with the Department before undertaking any maintenance work. The Department may, at its option, choose to have the work done by its own forces or by contract or to require Contractor to perform or contract the work.

8.07 Alterations and Signs

Contractor shall not alter the Facilities in any way whatsoever, erect any signs nor permit any advertising of any nature without prior written approval from the Department.

ARTICLE 9 - NO ASSIGNMENT, SUBLETTING OR SALE OF CONTROLLING INTEREST

9.01 No Assignment

Contractor shall neither assign, transfer, pledge, or otherwise encumber this Agreement, nor allow others to use the Facilities, without the prior written consent of the Department.

9.02 Ownership Structure of Contractor

Contractor shall take no actions which shall serve to transfer or sell majority ownership, or change the Contractor or control of the business entity of Contractor without the prior written consent of the Department.

9.03 Change of Control

If Contractor is a corporation, the issuance or sale, transfer or other disposition of a sufficient number of shares of stock in Contractor which results in a change of control Contractor, shall be deemed an assignment of this Agreement for purposes of this Article 9. If Contractor is a partnership, transfer of any interest in the partnership, which results in a change in control of Contractor, shall be deemed an assignment of this Agreement for purposes of this Article 9.

9.04 Authority

If Contractor signs as a corporation, a limited liability company, or a partnership, each of the

persons executing this Agreement on behalf Contractor does hereby covenant and warrant that (i) Contractor is a duly authorized and existing entity, (ii) Contractor has and is duly qualified to do business in State of Florida, (iii) Contractor has full right and authority to enter into this Agreement, and (iv) each and all of the persons signing on behalf of Contractor are authorized to do so. Upon the Department's request, Contractor shall provide the Department evidence reasonably satisfactory to the Department confirming the foregoing representations and warranties.

ARTICLE 10 - BONDS

10.01 Performance Bond

Within twenty (20) calendar days of the Award of this Agreement, Contractor shall provide the County with a performance bond (refer to Exhibit I) which shall be kept in full force and effect during the terms and conditions of this Agreement and, thereafter, until all financial obligations, reports or other requirements of the Agreement thereunder are satisfied, or an irrevocable letter of credit, or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the County, in an annual amount equal to Contractor's two (2) year compensation for O&M services, plus any state sales taxes as may be applicable and required by law. Such performance bond shall be kept in full force throughout the term of this Agreement and any Extension Periods. The Department, without prior notice to Contractor, may draw upon such performance bond, given's failure to perform or breach of this Agreement. The Department may require the Contractor to increase or decrease the amount of the performance bond during the term of this Agreement or any Extension Periods.

10.02 Surety Bonds

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

Bond Amount	Best Rating
500,001 to 1,500,000	B- V
1,500,001 to 2,500,000	A-VI
2,500,001 to 5,000,000	A-VII
5,000,000 to 10,000,000	A-VIII
Over 10,000,000	A-IX

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

1. Providing evidence that the surety has twice (2x) the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued.
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury ("Treasury") under .31 U.S.C. §§ 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the Treasury entitled "Surety Companies Acceptable on Federal Bonds". The bond amount shall not exceed the underwriting limitations as shown in this circular.

(c) For contracts in excess of $500,000, the provisions of this Sub-Article must be adhered to, plus the company must have listed for at least three (3) consecutive years, or holding a valid Certificate of Authority of at least $1.5 million dollars on a Treasury list.

(d) Surety bonds guaranteed through the Small Business Administration or Contractors Training and Development Inc., will also be acceptable.

(e) The attorney-in fact or other officer who signs a contract company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

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

The bonds shall be delivered to the Department upon execution of the contract between the Contractor and the County.

10.03 U.S. Customs & Border Control Bonds

Not later than twenty (20) calendar days of Award, the Contractor shall provide a Bond from a surety to comply with the requirements of Exhibit J for clearance to conduct business within CBP areas, in accordance with the requirements of this Agreement.

10.04 Cancellation of Bonds

Cancellation of any bonds or non-payment of any premiums for any bonds required by this Agreement shall constitute a breach of this Agreement.

ARTICLE 11 - INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. 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. 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.

ARTICLE 12 – INSURANCE

12.01 Insurance Required

The Contractor shall furnish to Miami-Dade Internal Services Department, c/o Strategic Procurement Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Workers' Compensation as required by Chapter 440, Florida Statutes.

B. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence. **Miami-Dade County must be shown as 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 *$500,000 combined single limit per occurrence for bodily injury and property damage.

***Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to $5,000,000. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. $1,000,000 limit applies at all other airports.**

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

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

or

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

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128

12.02 Certificates of Insurance

Within twenty (20) calendar days of Award Agreement, Contractor shall furnish certificates of insurance to Miami-Dade Internal Services Department, c/o Strategic Procurement Division prior to commencing any operations under this Agreement, which certificates shall clearly indicate:

a) the Contractor has obtained insurance in the type, amount and classifications as required for strict compliance with this Sub-Article;

b) the County is named as an additional insured; and

c) no material change or cancellation of said insurance shall be effective without thirty (30) days prior written notice to the County. The County reserves the right to require Contractor to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to Contractor.

12.03 Certificates of Renewal

Contractor shall furnish certificates evidencing renewal or replacement of required insurance coverage, thirty (30) days prior to expiration or cancellation. The Department reserves the right to reasonably amend the insurance requirements or to assume direct responsibility for carrying all or any of the required insurance coverage by the issuance of notice in writing to Contractor. In the event the Department exercises its right to assume direct responsibility for any of the required insurance coverage, Contractor shall be named as an additional insured, where applicable provided the Department does not self-insure. Compliance with the foregoing requirements shall not relieve Contractor of its liability and obligation under any other portion of this Agreement.

12.04 Certificates of Continuity

Contractor shall be responsible for assuring that the insurance certificates required in conjunction with Article 15, "Insurance" remain in force for the duration of the Agreement, including any and all Extensions, if applicable. If insurance certificates are scheduled to expire during the Agreement period, Contractor, shall be responsible for submitting new or renewed insurance certificates to the Miami-Dade Internal Services Department, c/o Strategic Procurement Division at a minimum of thirty (30) calendar days before such expiration. Certificates will show that no modification or change in insurance shall be made without thirty (30) calendar days written advance notice to the certificate holder.

12.06 Cancellation of Insurance

Cancellation of any insurance or non-payment of any premiums for any insurance policies required by this Agreement shall constitute a breach of this Agreement.

12.07 Other Insurance Indemnification

Contractor represents and warrants that any insurance protection required by this Agreement or otherwise provided by its contractors and subcontractors shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, consultants, agents and instrumentalities as herein provided.

12.08 Contractor Liable

Compliance with the requirements of this Article 12 "Insurance" shall not relieve Contractor from its liability under any other portion of this Agreement.

12.09 Right to Examine

The Department reserves the right, and upon reasonable notice, to examine the original policies of insurance (including, but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. Contractor agrees to permit such inspection at the offices of the Department. In addition, upon request (but no later than five (5) days from the date of request, unless such longer period is agreed to by the Department) Contractor agrees to provide copies to the Department, at Contractor's sole cost and expense.

12.10 Personal Property

Any personal property of Contractor, or of others, placed in the Facilities shall be at the sole risk of Contractor or the owners thereof, and the Contractor shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

12.11 Survival of Provisions

The provisions of this Article 12, "Insurance" shall survive the expiration or earlier termination of this Agreement.

ARTICLE 13 - CONTRACT MEASURES

This Agreement includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBEs) as follows: thirty percent (30%) SBE – Construction Goal (refer to Exhibit N).

The subcontractor goal for SBE – Construction listed above shall apply to the normal operation and maintenance of the BHS. For modifications/enhancements or repairs outside of the normal maintenance of the BHS system, said projects will be reviewed by SBD for assignment of the appropriate SBE contract measure prior to the issuance of a work order.

The participating SBE firms (or joint ventures) must maintain a valid Miami-Dade County SBE certification throughout the duration of this Agreement. Also, refer to Exhibit N for the Miami-Dade County Small Business Enterprise Participation Provisions, for definitions, explanations and instructions.

ARTICLE 14 - TRADEMARKS AND LICENSES

The County may, from time to time, permit Contractor to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the Performance of this Agreement, which patents, copyrights, trademarks, trade names, logs computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by Contractor and the Department, on behalf of the County, granting Contractor the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefore. The County may likewise license from Contractor the use of certain trademarks which Contractor has previously created, without a requirement for the payment of any additional fees or compensation to Contractor for such license. Failure of the parties to execute a formal license agreement shall not vest neither title nor interest in such patent, copyright, trademark, trade name, logo, computer software or intellectual property shall vest in the using party.

ARTICLE 15 - CANCELLATION OR TERMINATION OF CONTRACT

15.01 Cancellation by the County

15.01-1 The County may at its option and discretion cancel the Contract at any time without any default on the part of the Contractor by giving a written Notice of Cancellation to the Contractor and its Surety at least ten (10) days prior to the effective date of such cancellation.

15.01-2 In the event of cancellation by the County, the County shall pay the Contractor for all labor performed, all materials and equipment furnished by the Contractor and its Sub-contractors, materialmen and suppliers and manufacturers of equipment less all partial payments made on account prior to the date of cancellation as determined by the Department Project Manager (PM) and approved by the Architect/Engineer and the Consulting Engineers. The Contractor will be paid for:

A. The final value of all work completed under the Contract, based upon the approved Schedule of Values and/or Unit Prices,

B. The final value of all materials and equipment delivered to but not incorporated into the work and properly stored on the site,

C. The final value of all bonafide irrevocable orders for materials and equipment not delivered to the construction site as of the date of cancellation. Such materials and equipment must be delivered to the County to a site or location designated by the County prior to release of payment for such materials and equipment, and

D. No claims for loss of anticipated profits or for any other reason in connection with the cancellation of the Contract shall be considered.

15.01-3 In the event of cancellation under this Article, the Contractor shall not be entitled to any anticipated profits for any work not performed due to such cancellation.

15.01-4 In the event of cancellation under this Article, the County does not waive or void any credits otherwise due County at the time of cancellation, including liquidated damages, and back charges for defective or deficient work.

15.01-5 Upon cancellation as above, the PM shall prepare a certificate for Final Payment to the Contractor.

15.02 Termination by Default of Contractor

15.02-1 The Contract may be terminated by the County for failure of the Contractor to comply with any requirements of the Contract Documents including but not limited to:

A. Failure to begin the work under the Contract within the time specified in the "Notice to Proceed", or

B. Failure to perform the work or failure to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract, and the approved Progress Schedule, or

C. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, after written directions from the PM, or

D. Discontinues the prosecution of the work, or

E. Failure to resume work which has been discontinued within a reasonable time after notice to do so, or

F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or

G. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or

H. Makes an assignment for the benefit of creditors, or

I. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

K. A principal of the Contractor is convicted of a felony during the Term or any Extensions thereof if applicable.

15.02-2 Before the Contract is terminated, the Contractor and its Surety will be notified in writing by the PM of the conditions which make termination of the Contract imminent. The Contract will be terminated by the County ten (10) days after said notice has been given to the Contractor and its Surety. Unless a satisfactory effort acceptable to the County has been made by the Contractor or its Surety to correct the conditions, the County may declare the Contract breached and send a written Notice of Termination to the Contractor and its Surety.

15.02-3 The County reserves the right, in lieu of termination as set forth in this Article, to withhold any payments of money which may be due or become due to the Contractor until the said default(s) have been remedied.

15.02-4 In the event the County exercises its right to terminate the Contract for default of the Contractor as set forth herein, the Surety shall complete the Contract in accordance with its terms and conditions. If the Surety takes over, the time or delay between Notice of Default and start of work by the Surety is a Non-Excusable Delay. If the Surety fails to act promptly, but no longer than thirty (30) calendar days, or after such takeover fails to prosecute the Work in an expeditious manner, the County may exercise any of its other options including completing the Work by whatever means and method it deems advisable. No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

15.02-5 The Contractor shall immediately upon receipt communicate any Notice of Termination for Default issued by the County to the affected Sub-contractors and suppliers at any tier.

15.03 Termination for National Emergencies

15.03-1 The County shall terminate the Contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction Contract as a direct result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.

15.03-2 When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the Contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

15.04 Implementation of Cancellation or Termination

15.04-1 If the County cancels or terminates the Contract, the Contractor shall stop all work on the date specified in the Notice of Cancellation or Termination and shall:

A. Cancel all orders and Subcontracts which may be terminated without costs;

B. Cancel and settle other orders and Subcontracts where the cost of settlement will be less than costs which would be incurred were such orders and subcontracts to be completed, subject to prior approval of the PM,

C. Transfer to the County, in accordance with directions of the PM, all materials, supplies, work in progress, facilities, equipment, machinery or tools acquired by the Contractor in connection with the performance of the work and for which the Contractor has been or is to be paid;

D. Deliver to the PM As-Built Documents, complete as of the date of cancellation or termination, Plans, Shop Drawings, Sketches, Permits, Certificates, Warranties, Guarantees, Specifications, three (3) complete sets of maintenance manuals, pamphlets, charts, parts lists, spare parts (if any), operating instructions required for all installed or finished equipment or machinery, and all other data accumulated by the Contractor for use in the performance of the work.

E. The Contractor shall perform all work as may be necessary to preserve the work then in progress and to protect materials, plant and equipment on the site or in transit thereto.

F. Cancellation or termination of the Contract or a portion thereof shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve its Surety of its obligation for and concerning any just claim arising out of the work performed.

G. In arriving at the amount due the Contractor under this Article, there will be deducted, (1) any claim which the County may have against the Contractor in connection with this Contract and (2) the agreed price for, or the proceeds of sale of materials, supplies or other items acquired by the Contractor or sold, pursuant to the provisions of this Article, and not otherwise recovered by or credited to the County.

ARTICLE 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION AND AFFIRMATIVE ACTION

16.01 Equal Employment Opportunity

In accordance with Title 14 Code of Federal Regulation (CFR) Part 152 (Affirmative Action Employment Program), Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. Contractor shall take affirmative actions' to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Equal Employment Opportunity clause. Contractor shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, revised order No. 4 issued December 1, 1951, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, Executive Order 13166 issued August 11, 2000, Improving Access to Services for persons with Limited English Proficient (LEP), the rules, regulations and relevant orders of the Secretary of Labor, Florida Statues §112.041, §112.042, §112.043 and the Miami-Dade County Code Sections 11A1 through 13A1, Articles 3 and 4.

Contractor shall assign responsibility to one of its officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

16.02 Nondiscriminatory Access to Premises

Contractor, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, sex, national origin, age, disability or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that Contractor shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the Contractor shall obligate their Subcontractors and sub-consultants to the same nondiscrimination requirements imposed on the Contractor and assure said requirements are included in those sub-agreements.

16.03 Breach of Nondiscrimination Covenants

In the event it has been determined that Contractor has breached any enforceable nondiscrimination covenants contained in Sub-article 20.01 Equal Employment Opportunity and Sub-article 20.02 Nondiscriminatory Access to Premises above, pursuant to the complaint

procedures contained in the applicable Federal Regulations, and Contractor fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of the Agreement section hereof.

16.04 Nondiscrimination

During the performance of this Agreement, Contractor agrees as follows: Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. Contractor shall furnish all information and reports required by Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be canceled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 113155 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 113155 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

16.05 Disability Non-discrimination Affidavit

By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, Contractor attests that this 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 Contractor or any owner, subsidiary or other firm affiliated with or related to Contractor is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if Contractor submits a false affidavit pursuant to this Resolution or Contractor violated the Act or the Resolution during the term of this Contract, even if Contractor was not in violation at the time it submitted its affidavit.

Contractor will include Sub-article 20.01 Equal Employment Opportunity and Sub-article 20.02 Nondiscriminatory Access to Premises of this Article in the Contractor sub-contracts in excess of $10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, so that such provisions will be binding upon each sub-consultant. Contractor shall take such action with respect to any sub-contract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a sub-consultant as the result of such direction by the County or by the United States, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16.06 Affirmative Action/Nondiscrimination of Employment Promotion and Procurement Practices

(County Code Section 2-8.1.5): In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of $5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Procurement Contractor. Said firms must also submit, as a part of their Agreement to be filed with the Clerk of the Board, an

appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Procurement Contractor. Firms claiming exemption must submit, as part of their Agreement to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with County Code Section 2-8.1.5. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the County Code section. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their Agreement.

16.07 Federal Aviation Administration (FAA) Provisions

A. 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 Contact 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, sub-recipients 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).

B. 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.

C. 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 17 - DAMAGE OR DESTRUCTION TO FACILITIES

If the Facilities or a substantial portion thereof are rendered, unfit, or unusable for the use and purpose for which this Agreement is granted, without fault on the part of Contractor, its employees, agents, or independent contractors, either party shall have the option, without liability to the other party, upon five (5) day notice in writing, to terminate this Agreement.

ARTICLE 18 - LAWS, PERMITS, CODES, AND STANDARDS

A. The Contractor shall comply with all Federal, State, and Municipal laws and ordinances, prepare all documents, give all notices, pay all fees, obtain all permits necessary for work, obtain all certificates of inspection and approval for the work, and deliver same to the Department designee.

B. All work and materials, furnished and/or installed shall be in full accordance with all applicable laws, rules and/or regulations of any and/or all departments, boards and/or authorities having lawful jurisdiction. The Contractor shall immediately inform, in writing (fax or e-mail), MDAD of any work or materials which violates such laws, rules, and/or regulations.

C. The Contractor shall possess and maintain all qualifications, licenses and permits as required, to perform the services/work required of this Agreement. Employees of the Contractor shall possess the qualifications, training, licenses and permits that are required within such jurisdiction. Subcontractor(s) shall possess and maintain all qualifications, licenses and permits as required, to perform the services/work required of this Agreement. All such qualifications, licenses, and permits shall be maintained, without lapse, throughout the term of the Agreement.

D. All operations and maintenance procedures shall meet the applicable requirements as prescribed in the latest of maintenance manuals published by the OEM.

E. All operations and maintenance procedures shall meet applicable requirements as prescribed in the latest adopted editions of the following codes and standards, as may be amended from time to time:

1. Building or Structures as Defined in the Florida Building Code
2. ASME B 20.1-Safety standard for Conveyor and Related Equipment.
3. CRF Title 29 Part 1926 (OSHA)-Safely and Health Regulations for Construction.
4. Code of Metropolitan Dade County-Chapter I0 Contractors.
5. National Electric Code-NFPA 101.
6. ISO-14001
7. County's Responsible Wage Ordinance
8. County's Community Workforce Program
9. County's First Source Hiring Ordinance

ARTICLE 19 - RULES, REGULATIONS AND PERMITS

19.01 Rules and Regulations

Contractor shall comply with: (i) the ordinances of the County including the rules and regulations of the Department; (ii) Chapter 25 of the Code; (iii) operational directives issued hereunder; (iv) all additional laws, statutes, ordinances, regulations and rules of the federal, state and local governments, and any and all plans and programs developed in compliance therewith; (v) any County administrative orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement; (vi) federal air and safety laws and regulations; and (vii) federal, state, and County environmental, hazardous wastes and materials, and natural resources laws and regulations. This Agreement itself is subject to the Independent Private Sector Inspector General Review provisions of Administrative Order 3-20, as such Administrative Order may be amended from time to time.

19.02 Violations of Rules and Regulations

Contractor represents and agrees to pay, on behalf of the County, any penalty assessment or fine

issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or local governments based in whole or substantial part upon a claim or allegation that Contractor, its agents, employees, contractors, subcontractors, suppliers, or invitees, have violated any law, ordinance, regulation or rule described in Sub-Article 20.01 or any plan or program developed in compliance therewith. Contractor further represents that the substance of Sub-Article 20.01 shall be included in every contract and other agreements, which Contractor may enter into related to its operations and activities under this Agreement and that any such contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary, of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subleasing.

19.03 Permits and Licenses

Contractor covenants, represents, and warrants that it shall be strictly liable and responsible to obtain, maintain current, fully comply with, and make available to the Department upon request, all permits, licenses, and governmental authorizations and approvals, however designated and as may be required by any federal, state, or County governmental entity or judicial body having jurisdiction over Contractor or its operations and activities, for any activity of Contractor on the Facilities and for any actions of Contractor at the Airport, including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from Contractor's operations and activities on the Facilities and Airport have been obtained and are in compliance.

ARTICLE 20 - CIVIL ACTIONS

20.01 Governing Law-Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any action or claim arising from this Agreement shall be in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court in and for the Southern District of Florida.

20.02 Registered Office/Agent Jurisdiction

Contractor, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, and such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If Contractor is a natural person, both Contractor and his or her personal representative(s) hereby submit themselves to the jurisdiction of the courts of the State of Florida for any cause of action based in whole or in part on the alleged breach of this Agreement.

ARTICLE 21 - ACTIONS AT TERMINATION

21.01 Surrender of Facilities

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

21.02 Amounts Due and Payable

Upon termination of this Agreement and any exercised extensions, all amounts due and owing between the parties shall become immediately due and payable and any outstanding orders or contracts for goods and services, which cannot be cancelled, shall be assigned by Contractor to the County or such other party as the Department shall designate.

21.03 Removal of Personal Property

On or before the termination date of this Agreement and any exercised extensions, except in instances of termination pursuant to Article 19.01 hereof, in which event Contractor shall be allowed up to five calendar days, Contractor shall remove all of its personal property from the Facilities. Any personal property of Contractor not removed in accordance with this Article may be removed by the Department for storage at the cost of Contractor. Failure on the part of Contractor to reclaim its personal property within thirty days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be the best interests of the County.

ARTICLE 22 - OTHER PROVISIONS

22.01 Payment of Taxes

Contractor shall pay any taxes lawfully assessed against Contractor arising out of its operations hereunder; provided, however, that Contractor shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Article 18.

22.02 No Possessory Interests

No clause, phrase, sentence, paragraph or article of this Agreement shall vest any possessory or leasehold interest in any real property, the Facilities, the Improvements or the personal property of the County described herein in Contractor nor shall such be construed as creating any landlord and tenant or partnership or joint venture relationship between the County and Contractor.

22.03 Rights to be Exercised by Department

Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

22.04 Administrative Modifications

It is understood and agreed that the Department, upon written notice to Contractor, shall have the right to modify administratively and to revise the budget, reimbursement, replenishment and payment procedures, contained in Articles 3, 4 and 5, other technical requirements hereof, and the exhibits hereto; provided, however, such revisions shall not have a materially adverse effect on the right of Contractor to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services hereunder or on the security of the funds and assets of the County.

22.05 Approvals

Wherever in this Agreement approval by the County or Department is required, the County or the Department may approve or disapprove same without providing a stated cause for such action.

22.06 Security

Subject to recommendation from Contractor as to reasonable and prudent security measures needed and approved by the Department, Contractor shall be responsible for the security and protection of the Facilities, and the equipment, furnishings, commodities and supplies provided herein.

22.07 Rights of County at Airport

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to Contractor.

22.08 Federal Subordination

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

22.09 Severability

If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

22.10 Authorized Uses Only

Notwithstanding anything to the contrary herein, Contractor shall not use or permit the use of the Facilities or the Airport for any illegal or unauthorized purpose nor for any purpose which would invalidate any insurance policies of the County or any policies of insurance written on behalf of Contractor under this Agreement.

22.11 No Waiver

There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there by any waiver of any breach, default or non-performance hereof by Contractor, unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right of the County to demand strict performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by Contractor.

22.12 Right to Regulate

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

22.13 Entirety of Agreement

This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Contractor hereby affirms the completeness and accuracy of the information submitted by Contractor to the Department in connection with the award of this Agreement.

22.14 Inspections

The authorized employees and representatives of the County and of any applicable Federal or State agencies having jurisdiction hereof shall have the right of access to the Facilities at all reasonable

times for the purposes of inspection and audit to determine compliance with the provisions of this Agreement. This right of inspection and audit shall impose no duty on the County to inspect and audit and shall impart no liability upon the County should it not make any such inspections or audits.

22.15 Headings

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

22.16 Binding Effect

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

22.17 Performance

A. The parties expressly agree that time is of the essence in the performance of this Agreement and that the failure by Contractor to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the County of any obligation to accept such performance.

B. 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.

C. 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 employee, subcontractor, or any other person 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.

D. 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.

E. The Contractor warrants and represents that its employee, subcontractor, or any other person 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.

F. 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.

G. 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.

22.18 No Estoppel or Waiver

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

22.19 Conflict of Interest/Code of Ethics Ordinance

In connection with the terms and conditions of this Agreement, the Contractor agrees to adhere to and be governed by the County, Florida Conflict of Interest Code of Ethics Ordinance (Section 2-11.1 of the Code). Notwithstanding the provisions of any federal, state or County law governing the activities of the Contractor hereunder, commencing as of the Effective Date of this Agreement and continuing for the term hereof, the Contractor shall not knowingly enter into any contract or other financial arrangement with any person, corporation, municipality, authority, county, state, country, or any tenant or airline, which would constitute a conflict with interest of the County hereunder or with the Services provided by the Contractor to the County hereunder. The Miami-Dade County Ethics Commission shall make determination(s), binding upon the Parties, as to whether conflicts exist or will exist, and if such relationship will be serious enough to constitute a conflict hereunder.

The Contractor represents that no officer, director, employee, agent, 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 grant of this Agreement.

The Contractor also represents that, to the best of its actual knowledge:

(a) 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 Contractor of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or

ii) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

(b) 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 however, 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.

(c) The provisions of this article are supplemental to, not in lieu of, all applicable laws with respect to conflicts 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.

(d) In the event the 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, the 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 the Contractor receives from the Project Manager in regard to remedying the situation.

22.20 Notices

Any notices given under the provisions of this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested to:

TO THE COUNTY:
Director
Miami-Dade Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504
and,

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

To Contractor :
Mike Garlick, Director, Business Development
John Bean Technologies Corp.
1805 W 2550 South
Ogden, UT 84401
Phone: (801) 629-3117
E-mail: mike.garlick@jbtc.com

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by registered or certified mail shall be deemed given on the delivery date indicated on the return receipt from the United States Postal Service.

22.21 Non-exclusive Agreement

Notwithstanding any other provision of this non-exclusive Agreement, the County is not precluded from retaining or utilizing any other contractor(s), staff, or a combination of contractor(s) and staff to perform any services within the contract limits defined in the Agreement. The County may elect to competitively procure and contract any staff, hardware, infrastructure or system additions and changes, including, but not limited to 1) additional or replacement on-site staff to support or maintain the Airport Operation Information System (AOIS) or Flight information display system (FIDS), 2) additional or replacement AOIS or FIDS hardware, 3) outside plant extensions, 4) major changes in network architecture, and 5) other information systems or telecommunications infrastructure changes. The Contractor shall have no claim against the County as a result of the County electing to retain or utilize such other contractor(s) to perform any such services, provided that the County shall instruct all other contractor(s) that they shall not act in a way that would disrupt or interfere with Contractor's performance of its duties, and take all other reasonably possible steps to avoid any such disruption or interference

22.22 Governmental Authority

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

22.23 Independent Contractor

The Contractor shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the County. All personnel provided by the Contractor in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Contractor under its sole discretion, and not employees or agents of the County.

22.24 Intent of Agreement

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

22.25 Modifications

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

22.26 Ownership of Documents

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

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

22.27 Prior Agreements

The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.

22.28 Solicitation

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

22.29 Survival

Any obligations of the Contractor and the County which by their terms would continue beyond the termination, cancellation or expiration of this Agreement or any service order shall survive with such termination, cancellation or expiration.

22.30 Third Party Beneficiaries

Neither the Contractor nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement, and that no third party shall be entitled to assert a claim against either of the Parties based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third party or entity under this Agreement. Contractor represents and warrants that it shall use access to and knowledge of Software, Systems and related Documentation solely to provide Services to County, and not for the use or benefit of any other third person nor shall Contractor disclose such materials to any third person, and shall limit disclosure to its employees who have a need to know for the performance of Services hereunder.

22.31 Independent Private Sector Inspector General Review

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of the Proposal, the County has the right to retain the services of an Independent Private Sector Inspector General ("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 Proposal or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's cost/price for this Proposal be inclusive of any charges relating to these IPSIG services. The terms of this provision herein,

apply to the Contractor, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third party.

22.32 Miami-Dade County Inspector General Audit Account

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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

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

documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

22.33 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 Contract, the Concessionaire 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 Concessionaire'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 the Concessionaire, 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 Contract, Concessionaire 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 Management shall have no cause of action for money damages of any kind, including but not limited to direct damages, 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. Agreement between Miami-Dade County and U.S. Soccer Federation may be downloaded at: www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min.pdf.

22.34 First Source Hiring Referral Program ("FSHRP")

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 shall be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/ or by contacting the SFWIB at (305) 594-7615, Extension 407. (See Exhibit M)

22.35 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, or acts or decisions of the Federal Aviation Administration, the Department of Transportation, the Transportation Security Administration, or the Environmental Protection Agency. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in subsection 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.

22.36 Access to Public Records

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to,: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (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 the agreement and shall be enforced in accordance with the terms of the agreement.

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

22.37 Labor Activity

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Airport, which results in the curtailment or discontinuance of services performed hereunder, the Department shall have the right, during said period, to cause the services required to be provided under this Agreement to be performed by others without liability to the County or the Contractor. During such period, this Agreement may be abated or terminated at the discretion of the County.

The Contractor shall use all reasonable care consistent with its rights to manage and control its operation, not to employ any persons, use any labor, use or have any equipment, or permit any condition to exist which may cause, or be conducive to, any complaint, trouble, dispute or controversy which interferes or is likely to interfere with the operation of the Airport or with other Airport employees or Contractors.

22.38 Responsible Wages and Benefits

The Contractor shall comply with Section 2-11.16 of the Code of Miami Dade County. The Contractor shall pay its covered employees the applicable hourly Responsible Wage rate and benefits and comply with the administrative and records keeping required. The Contractor shall also ensure that it's Contractors and subcontractors comply with this Article and Exhibit O. When requested, the Contractor shall provide Certified Payroll forms for all personnel with the applicable Responsible Wages in accordance with Section 2-11.16 of the Miami-Dade County Code. The data on the Certified Payroll forms will be checked against the required wages and benefits prescribed in the Miami-Dade County Responsible Wages

ARTICLE 23 - CLAIMS FOR ADDITIONAL COMPENSATION

23.01 Claims and Damages

23.01-1 Should the Contractor suffer injury or damage to person or property because of any act or omission of Owner or of any of its employees, agents or others for whose acts the Owner is legally liable, a claim shall be made in writing to the Owner within ten (10) days after the first observance of such injury or damage.

23.01-2 Each claim must be certified by the Contractor as required by the Miami-Dade Code, False Claims Act (see Code Section 21-255, et seq.), and accompanied by a certified final bid tabulation in accordance with Miami-Dade County Code Section 21-257. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:

A. The claim is made in good faith;
B. The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
C. The amount of the claim accurately reflects the amount that the claimant believes is due from the County; and
D. The certifying person is duly authorized by the claimant to certify the claim.

23.01-3 No claims for additional compensation, time extension or for any other relief under the Agreement shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Agreement.

23.01-4 Each and every claim shall be made in writing and delivered to the PM as soon as reasonably practicable after the event, occurrence or non-occurrence which gives rise to such claim, however, in no event later than ten (10) days after the event or occurrence, or in the case of non-occurrence, within ten (10) days after the time when performance should have occurred. Verbal, telephone or facsimile notice shall be given in those instances where delay in presenting the claim would result in the conditions causing the claim to change, thereby requiring an

immediate need to examine the job site or other conditions to ascertain the nature of the claim before the condition(s) disappear or become unobservable. Any such oral or facsimile notice shall be followed, at the earliest practicable time, but in no event more than ten (10) days after the event causing the claim, by written confirmation of the claim information.

23.01-5 Each and every claim shall state:

A. The date of the event or occurrence giving rise to the claim. In the case of a claim arising from a claimed nonperformance, the date when it is claimed that performance should have occurred shall be stated.

B. The exact nature of the claim, including sufficient detail to identify the basis for the claim, including by way of example only, such detail as drawing numbers, specification sections, job site location, affected trades, Agreement clauses relied upon, schedule references, correspondence or any other details reasonably necessary to state the claim.

C. The claim shall clearly state whether additional monies are part of the claim. If known, the dollar value associated with the claim shall be stated. If unknown, the notice shall indicate the types of expenses, costs or other monetary items that are reasonably expected to be part of the claim amount.

D. The dollar value associated with the claim, along with all supporting documentation, shall be delivered within thirty (30) days after completion of the work that is subject of the claim. It shall be broken down into Direct and Indirect Costs. The Direct Costs shall be calculated as if it were additional or extra work. Indirect costs shall be limited to those permitted for additional or extra work as per the Agreement and Technical Specifications.

E. Any claim for additional monies that also involve a request for an Agreement time extension shall be submitted together with the amount of time being requested and the supporting data including applicable scheduling references supporting the claim. Scheduling references shall include a month-by-month time impact analysis (TIA) using the approved monthly progress schedules and demonstrating the effect of the delay or change on the Agreement completion date for each monthly update period that the change or delay affects.

23.01-6 The County and its agents shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within sixty (60) days after a claim has been received, the claim shall either be recognized or if the claim is not recognized within sixty (60) days it shall be deemed denied. If the claim is recognized, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized claim, the Owner shall pay to the Contractor the amount of money it deems reasonable, less any appropriate retention, to compensate the Contractor for the recognized claim.

Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts in the body of the change order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said change order, however, once the Contractor has properly reserved rights to any claim, no further reservations of rights shall be required until the final payment under the Agreement. at such time the Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify

any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

23.01-7 No reservation of rights will be effective to preserve any claims that are not fully documented and submitted in accordance with requirements of these Agreement Documents. Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts on the Contractor's Affidavit and Release of Claim for each pay application and on the Contractor's Affidavit and Release of All Claims, within the Request for Final Payment, shall be construed as a waiver, abandonment and relinquishment of all claims for additional monies resulting from the claim.

23.01-8 The Contractor shall not cease work on account of any denied claim or any recognized claim upon which an agreement cannot be reached.

ARTICLE 24 - 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

CONTRACTOR	BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA
By: Frank Moore	By:
Name: FRANK MOORE	Name: Daniella Levine Cava
Title: PRESIDENT	Title: Mayor
Date: SEPTEMBER 1, 2022	Date:
Attest: Jennifer Cox	Attest:
Corporate Secretary/Notary Public	Clerk of the Board
	Resolution No.:

BLAM TECHNOLOGIES CORPORATE SEAL 1994 DELAWARE INCORPORATION

Corporate Seal/Notary Seal

JENNIFER COX
NOTARY PUBLIC • STATE of UTAH
COMMISSION # 706228
COMM. EXP. 05/10/2023

Approved as to form
and legal sufficiency

Assistant County Attorney

Exhibit A
Baggage Handling System (BHS) Operation and Maintenance (O&M) Technical Specifications

1.1 BHS Services

The Contractor shall operate, maintain and repair all inbound and outbound BHS and their related equipment at MIA. The Services shall ensure and provide for the sustained performance and safe operation of the subject BHS equipment during the term of the Contract. The Contractor shall operate the BHS and provide preventive maintenance, corrective maintenance, repair, and system modification, when required; and shall maintain spare parts inventories as well. The Contractor shall support all baggage handling systems 24-hours per day, seven (7) days per week. Preventive maintenance and repairs shall be done in a manner and at a time as to not interfere with the standard operation of the BHS.

The Work to be performed by the Contractor is as follows:

1. Operation, maintenance and repair of all specified inbound and outbound BHS, and their related equipment. This includes all MIA inbound BHS at Concourses D, E, F, G, H and J; as well as, all outbound BHS with the exception of American Airlines' system, located in Concourse D.
2. Further, the Contractor shall perform other services, including construction, related to the O&M of the BHS; including but not limited to system modifications, enhancements and repairs, as determined by MDAD, to maintain efficient operations.
3. Part of the requirements for the Contractor shall include obtaining any and all permits required for the operation, maintenance, modifications, enhancements and repairs of the BHS.
4. The Contractor shall also be required to perform all work listed herein, and in such manner as to not hinder the progress and success of the project (See Section 2.12 and 2.13 for further details).

Airline companies specifically identified within this Section or throughout any portion of this document, along with their implied location of operation within the terminal, are subject to change. Any Airline may be either temporarily or permanently relocated within the terminal facility. Airline hours, peaks, and bag characteristics are also subject to change at any time.

1.2 Minimum Qualification Requirement

Awarded Contractor, including through a Subcontractor, must meet the following minimum qualification requirements:

A. Hold(i) a Certificate of Registration as a General Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to the provisions of Florida Statutes Section 489.115; **or** (ii) a Certificate of Registration as a General Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to the provisions of Florida Statues Section 489.117; **and** hold a Certification of Competency as a General Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3(a) of the Miami-Dade County Code;

and

B. Hold a Certification of Competency as a Miami-Dade County Transporting Assembly Installation Contractor license issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3(a);

Provided, however, that a Contractor may not use a Subcontractor to satisfy both 1A and 1B. A Contractor itself must hold at least one of the licenses and certificates set forth in 1A and 1B above and may use a Subcontractor to meet the other minimum qualification requirements such that a Contractor: (i) that satisfies only 1A above, must subcontract with an entity that satisfies 1B above; or (ii) that satisfies only 1B above, must subcontract with an entity that satisfies 1A above.

Note: There shall be no lapse in these requirements throughout the term of this Agreement. A Contractor using a Subcontractor to meet the aforementioned minimum qualification requirements shall enter into a contract with the Subcontractor. A Contractor can substitute a Subcontractor at any time provided such substitution is approved by the County.

1.3 MDAD Current Environment

Under current conditions, MIA handles approximately 19,000 bags peaking to 31,000 bags per day in the South and Central Baggage Handling Systems (BHS(s)). The entire BHS system is now automated. The profile of the bags for both South and Central Terminal BHS contains more large and oversized bags than the traditional domestic profile due to the concentration of flights to the Caribbean, South and Central America, along with a robust charter schedule, mainly to Cuba and Venezuela. A high percentage of these bags are shrink-wrapped by MIA passengers. The Contractor shall be responsible for oversight of the Airlines' baggage handling process and shall enforce MDAD's Bag Hygiene Policies (see attached Exhibit C). Currently, Airline staff is responsible for placing bags that are irregular, soft sided or undersized into tubs prior to induction, in accordance with MDAD bag hygiene policies, except the South Terminal where airline staff must place every bag into tubs prior to induction. In addition, Airline staff must manually transport all oversized baggage to their designated oversized induction belts. The system descriptions of the BHS at MIA are further described in Section 1.5.

1.4 Performance Requirements

A. The Contractor shall continually operate and maintain the BHS, as specified by the Original Equipment Manufacturer (OEM), by performing the required PM, in accordance with Section 1.6. The Contractor shall provide the necessary staff to maintain the system operational at all times.

B. The Contractor shall continuously and properly staff the BHS system to address system failures so as to expeditiously bring the system back into service. Response time per call shall be not to exceed two (2) minutes and shall include advising MDAD Project Manager of the cause of the failure and the provision of an estimate for how long it will take to repair.

C. The Contractor shall manage Airlines, skycaps, and Contractor's personnel to manually expedite bags from ticket counters when a complete or partial system failure occurs. If the failure was caused by the Contractor's actions, additional manpower will be provided at the Contractor's sole expense.

D. The Contractor shall continually operate and maintain the BHS to achieve at a minimum 95% performance levels per each system and/or subsystem as denoted below in Section 1.5. Notwithstanding the preceding, if a system failure is caused by poor bag hygiene and the Contractor responds within two (2) minutes to such failure, such system failure shall not be used to calculate performance levels.

E. The Contractor shall operate and maintain the BHS seven (7) days a week, every week of the year, twenty-four (24) hours per day.

F. The Contractor shall carry out and perform obligations, duties and responsibilities in the least intrusive manner possible so as to minimize any effect upon, disruption to, interference with or interruption of: MDAD's use and operation of the BHS; MDAD's activities which are related to or connected with such operation and use; Airline operations; any MDAD existing facilities; and ongoing operations or other operations located in the area adjacent to the BHS.

G. For any calendar month during the Contract that the BHS does not achieve a minimum 95% availability and 95% tracking accuracy, the Contractor shall promptly undertake improved maintenance and/or operational procedures and shall propose a new plan to MDAD within ten (10) days of identification to correct the problem. Corrections shall be at the Contractor's expense.

H. The Contractor recognizes that, through no fault of either MDAD or the Contractor, it may become necessary to temporarily suspend the Contractor's work on a BHS. Should the suspension be determined, at the sole discretion of MDAD, to be of a relatively short duration, payment to the Contractor may continue in accordance with the Contract. Should MDAD determine that the

suspension will be of a moderate length of time or greater, MDAD may provide a notice to the Contractor stating that all O&M efforts are suspended and that the Contractor will be paid at a prorated rate as determined by MDAD.

I. **Performance Report**: A monthly System Availability Report and daily Tracking Accuracy Report for the invoice period must accompany each invoice. For any calendar month during the Contract term that the BHS does not meet or exceed the minimum Performance Requirements listed above, the appropriate Payment Factors, as specified in Section 2.15 shall be applied and deducted to the Contractor's total invoice amount for that month.

1.5 System Description per Location

The Contractor shall be responsible for providing services for the overall performance of the following BHS located throughout MIA as listed below:

- Inbound Domestic BHS and Oversize Doors
- Inbound International BHS
- Outbound Sortation BHS

A. Inbound Domestic BHS and Oversize Doors - There are nineteen (19) inbound domestic claim devices (CD) throughout MIA located on the first floor at Concourses D, E, F, G, H, and J. The CDs per Concourse are as follows:

1. Concourse D has seven (7) baggage CDs, labeled CD-21 to CD-27, designated for inbound domestic flights.
2. Concourse E has two (2) baggage CDs, labeled CD-14 and CD-15, designated for inbound domestic flights. These claim devices have been decommissioned and are currently not in use.
3. Concourse F has two (2) baggage CDs, labeled CD-12 and CD-13, designated for inbound domestic flights.
4. Concourse G has two (2) baggage CDs, labeled CD-10 and CD-11, designated for inbound domestic flights.
5. Concourse J has six (6) baggage CDs, labeled CD-1 to CD-6, designated for inbound domestic flights. See Section 2.5(D)(1)(c) for details.
6. Concourse D has three (3) oversize doors. KA1 is located between CD-26 and CD-27, KA3 is located between CD- 24 and CD-25 and KA5 is located between CD-22 and CD-23.

B. Inbound International BHS – There are twenty-three (23) inbound international CDs and three (3) oversized claim belts throughout MIA located at Concourses D, E, and J. The CDs and oversize claim belts per Concourse are as follows:

1. Concourse D has ten (10) slope plate CDs, labeled CD-1 to CD-10 and two (2) oversized claim belts
2. Concourse E has eight (8) slope plate CDs, labeled CD-1 to CD-8, designated for inbound international flights.
3. Concourse J has five (5) slope plate CDs, labeled CD-1 to CD-5, and one (1) oversized claim belt designated for inbound international flights. See also Section 2.5(D)(1)(c) for details.

C. Outbound Sortation BHS Refer to section O&M Requirements of the current BHS System (continued)

1. **Curbside (CS) Subsystem –** The CS subsystem consists of conveyor subsystems CS1, CS2, and CS3 which transport second level curbside checked baggage to the first level sortation system within the South Terminal.
2. **Manual Encoding (ME) –** Bags that are not successfully read by the primary scanners are transported to the ME line (ME1 or ME2). At the ME line, bags advance on a series of queue conveyors until positioned at the manned station. The bags are then be encoded, using a scan gun or by key encoding, and then released. Once released from the manual encoding area bags

are merged onto the CC3 and TX3 lines via the 45-degree merge conveyors, the bags are tracked from the manned position into the EDS screening matrix and then to its sort output/destination.

3. **Oversize (OS) Subsystem –** The Outbound OS subsystem consists of four (4) conveyor subsystems for transporting oversize bags.
4. **Sort Pier Subsystem (SP) –** The SP subsystems provide accumulation of cleared and sorted outbound baggage. Each SP subsystem consists of a pair of upper and lower sort laterals

D. Sortation Inbound Subsystems

1. Inbound Domestic Subsystems - There are six (6) domestic terminating flat plate CDs (CD1 through CD6) located on the first level. Bags are loaded directly onto the device on the airside of the claim device. Terminating domestic oversize items are placed on one (1) of three (3) slides located on the first level.
2. Sortation International Inbound Subsystems (IB) - There are five (5) IB terminating transport lines (IB1 through IB5) located on the first level that feed directly to the five (5) slope plates claim devices located in the third level claims hall.
3. There is one (1) IB terminating oversize line (OS1) that originates in the first level and feeds directly to an unload conveyor in the third level IB claims hall.

E. Sortation TSA Bag Screening Subsystems - Refer to the section - O&M Requirements of the current BHS System (continued):

1. **Explosive Detection System (EDS)** - The TSA is responsible for the O&M of the EDS machines; including the maintenance and repair of the EDS belts.

F. Upper Level Computer Control Systems

1. **Sortation Controller System** - The sortation controller system comprises all equipment that is used for tracking all baggage input, from the scanner arrays and manual encoding stations to the system sort devices, based on information previously entered by an operator and information received from fixed bar code scanners and manual encodes and/or hand-held scanners. The sortation controller system is configured as a fully redundant system with "hot backup". The primary and backup sort controller is located in the BHS control room.

   Additionally, the sortation controller system equipment and function provide for visual as well as hard copy fault and production monitoring, at the workstation in the Bag Control Room, for the entire baggage system.
2. **Maintenance Diagnostic Systems** - The Maintenance Diagnostic Systems workstation has a minimum of five (5) wall mounted systems graphic monitors that accurately and clearly depict the entire baggage system. These monitors display in real time, dynamic pictorial format, the operational status of the conveyors, EDS, sort piers, claim devices, etc. that are connected to the sortation controller and overall system programmable logic controllers. Each monitor provides color indications of the predefined outbound and inbound system areas. There are two (2) monitors provided with zoom capabilities for predefined sectors of the BHS. In the event of a fault, the operator may zoom to the predefined area for more specific details of the fault.
3. **Interface Requirements** - The BHS computer systems communicate with the Airport Operation Information System (AOIS) to receive departure flight information including flight number and make-up assignment. The BHS employ outbound sort correlation tables which establish the correspondence between flight number and make-up number. Interface requirements also include the following:
4. Bi-directional data communication between BHS and AOIS computers is provided to maintain and/or advise status of both systems.

5. The Common Use Terminal Equipment (CUTE) reservation computer system network is based on the utilization of intelligent workstations for check-in counter to flight assignments and sort pier to flight correlation, (as well as other functions not related to the BHS). The CUTE contractor's (SITA) Bag Message System transports Bag Source Messages in real time to the BHS to support sortation.

G. Closed Circuit Television - The BHS includes digital closed-circuit television cameras and displays to monitor the BHS, with particular attention paid to trouble areas such as pushers, diverters, conveyor 45-degree merge points, incline/declines etc.

H. K-1 Doors - The doors that separate landside from airside and allow the conveyor to pass through are called K-1 doors, and as such must interface with card readers and the BHS controls.

1.6 O&M Requirements of current BHS System

The Contractor shall be responsible for the overall performance of the BHS, and provide services for the baggage systems, at minimum, per the following. Manage, supervise, and provide all required staffing for all direct, non-direct, and support functions required to operate, maintain, and repair the specified BHS twenty-four (24) hours per day, seven (7) days per week.

A. Provide and maintain all furniture and office supplies to include telephones, copiers, printers, fax machines, toner and paper, etc. for Contractor's offices and Baggage Control Centers.
B. Perform PM as indicated by OEM manuals (except Contractor shall perform more frequent PM if warranted by system conditions or in its professional judgment), such as inspections and tests to identify and correct any unusual or abnormal equipment condition and to meet the required systems service availability.
C. Perform preventative maintenance as required to keep the BHS operating safe, efficient, and reliable, on an optimal basis as defined by the equipment manufacturer's O&M manuals, or consistent with industry standards, or as needed to meet the tracking and accuracy standards of this contract.
D. Perform corrective measures or repair to BHS as required due to ordinary wear and tear.
E. Clear all baggage jams and resolve all system malfunctions.
F. Be responsible for clearing and assisting TSA with clearance of baggage jams at the entrance and exit of the EDS machines.
G. Operate PLC systems such as: Allen Bradley, Modicon, Quantum, Square-D, as well as other PLC systems currently utilized or implemented at a later date.
H. Recognize, diagnose and correct electrical-mechanical and PLC system/software malfunctions.
I. Develop, direct, and manage contingency plans that allow systems or parts of systems to function under different failure modes, including supervising airline and skycaps personnel at the ticket counters during contingency operations.
J. Monitor implementation and completion of PM program, and recommend enhancements to the program. Contractor shall utilize a Computerized Maintenance Management System (CMMS) to track all maintenance work orders for PMs, CMs, jams, and inventory of parts. Computerized data shall be capable of downloading into spreadsheet software. The Contractor shall ensure plans, programs, and systems are applicable and updated throughout the term of Contract, in accordance with all baggage systems.
K. Prepare and submit reports (daily/weekly/monthly) on the status of the system with MDAD Contract Administrator and the Airlines (refer to Section 2.14).
L. Prepare and submit monthly maintenance summary reports consisting of repair maintenance, and baggage jam clearance that has been completed the previous month (refer to Section 2.14).
M. Maintain all manufacturers' manuals and as-built or other drawings with upgrades, changes and current information on all baggage systems.
N. Perform housekeeping and janitorial around conveyor belt systems by ensuring that BHS areas are well-organized and free of trash and debris.
O. Maintain and modify, if and when necessary, the computer systems for programming of the sortation

systems, after proper approvals from MDAD. Particularly provide operation, maintenance, and repair of the entire BHS networks, software, and hardware, including but not limited to, upgrading and patching of operating systems and software applications for all portions of systems and subsystems that are related to the BHS, utilizing the systems providers Brock SmartSuite, Sick Laser Scanners and Eaton for Uninterruptible Power Supplies (UPS) Power Supplies.

P. The Contractor shall provide services, at a minimum, for the following:
   1. System network gateways;
   2. Replacement and installation of parts;
   3. Licenses upkeep and renewal;
   4. Software upgrades;
   5. Software functionality of hardware;
   6. Systems interfaces (i.e., TSA, MDAD Security, Fire Alarms, AOIS, etc.);
   7. Computer power supply and associated UPS;
   8. Surge suppression;
   9. Modems;
   10. Connectors, cables, and cords;
   11. Drivers;
   12. Documentation;
   13. Troubleshooting maintenance;
   14. Re-programming;
   15. Loading new programs;
   16. Systems back-up restoring data;
   17. Security and anti-virus protection;
   18. System audits;
   19. Optimization and improvement;
   20. TSA Configuration Management and Code Change Request Documentation;
   21. BHS subsystem monitoring for International inbound for CCD and the E subsystem for outbound baggage; at the ticket counters to the east of the (Concourse) E Check point are house in the South Terminal BHS Control room and must be maintained; and
   22. Any and all software and hardware not listed above that is a component of the systems necessary for the BHS operation.

Q. Perform at a minimum monthly PM on servers, UPS(s), and workstations in order to keep the systems optimized.

R. Maintain secure on-site custody of all BHS related software, firm names, back-ups, and licenses.

S. Prepare for and perform full system backups immediately before and after any such changes to codes/software. Maintain copies of system source codes and backups off site of MIA, and in a secure and fireproof environment.

T. Perform PM on the Control Systems' UPS(s), including fire door UPS(s) in accordance with manufacturer and industry's standards.

U. Monitor systems and system computers for jam detections and malfunctions, and provide jam clearance employees for 24-hour coverage. MIA strives to support the Airlines' bag loading policies prior to departure times which are half-hour for domestic flights, and one (1) hour for international flights. As a result, response time for clearing of bag jams shall be within two minutes. .

V. Manage distribution of baggage tubs to airlines counters for the transport of regular bags on the induction belts; for Concourses H and J, this is over 10,000 tubs daily. In addition, the Contractor shall be responsible for the purchase, maintenance, and replacement of tubs, which must be approved by MDAD.

W. Provide adequate staff and equipment to deliver all bags arriving at default piers; which currently includes over 1,000 bags at Concourses H and J and an average of 1,200 bags at Concourse F.

AA. Maintain all BHS related fire and/or security doors, including all related components, such as light and air curtains, and all interface control systems/software.

BB. Inspect, service, and clean as required all encoding consoles, laser readers, hand scanners and other scanning devices.

CC. Inspect and clean Automatic Tag Readers and Bag Measuring Arrays at a minimum twice per day ~~(at system start-up in the morning and prior to the peak period).~~

DD. Provide manpower to staff Concourses F and J's transfer points, induction belts, and all baggage transfers.

EE. Provide manpower to deliver baggage from the oversize belts, Concourse F and J transfer points, induction belts, and all other baggage transfers. At Concourse J; currently, this is approximately 600 bags daily.

FF. Coordinate with MDAD all Airlines flight schedules and allocations of pier / carousel space as needed and communicate same to Airlines, and strive to maintain same assignment locations for Airlines.

GG. Assume responsibility for BHS operations, maintenance, and repairs with Airlines and the MDAD Maintenance and Operating divisions in order to avoid interruption and delays. This includes adjustment of BHS operations and pier assignments, when necessary.

II. Staff the four (4)) ME stations as follows – Two (2) positions South and two (2) positions Central.

JJ. Maintain K1 doors in operating condition.

KK. Support all sortation and baggage handling systems listed in this scope of work, 24-hour per day, seven (7) days per week. Preventive maintenance and repairs shall be done in a manner and at a time as to not interfere with the standard operation of the BHS. Services for late departures or charters operating during other than standard operating hours are required and are included as part of the scope of work herein.

LL. Provide O&M services inclusive of all replacement parts, electronics and electrical, welding and metal fabrication for all aspects of the BHS's inclusive of and in accordance with a) O&M Manuals; b) manufacturer's recommendations; and c) industry standards of the specific systems, along with their associated subsystems and components.

MM. Pull all necessary permits and provide all services necessary for issuance of permits, including but not limited to generation of or provision of permittable design or drawings, and provide all necessary construction services and activities to affect such the above services in compliance with all applicable laws, rules, and regulations.

NN. Provide sufficient and operative communication tools to ensure active and effective engagement with MDAD. See Section 2.9 for additional requirements.

OO. Provide a Safety Plan for review and approval by MDAD. The Safety Plan shall, as a minimum, include but not be limited to policies and procedures that address the following:

1. Enforcement of Occupational Safety and Health Administration (OSHA) standards;
2. Safety and health inspections;
3. Employee safety meetings;
4. Education;
5. Training;
6. Noise monitoring;
7. Emergency preparedness to include police and fire response/evacuation;
8. Walking-working surfaces;
9. Confined space entry;
10. Electrical safety, lockout/tagout;
11. Personal protective equipment;
12. Fall protection;
13. Hot work;
14. Hurricane waste management/housekeeping;
15. Smoking policy;
16. Accident/incident reporting/investigation;
17. Emergency medical procedures;
18. Hazard mitigation;

19. Employee reporting of hazards;
20. Violence in the workplace;
21. Employee slips and falls and sprains/strains;
22. Air quality and security procedures; and
23. Any other pertinent safety policies and procedures that may be required for the safe O&M of the BHS referenced in this solicitation.

PP. Provide a Quality Control (QC) Plan for review and approval by MDAD. The Contractor's QC Plan shall, as a minimum, include but not be limited to policies and procedures that address the following:

1. Schedule and criteria for quality inspections;
2. Systematic inspection and testing of installed equipment as defined in the contract documents;
3. Supervision and inspection of equipment with respect to hazardous materials including actions required for their removal, treatment and disposal;
4. Inspection and monitoring of processed bags. Methods of inspection and monitoring shall be corrected wherever they are found to be unsuitable.
5. System for final inspection and testing of equipment installations and repairs;
6. Instructions for handling, storage, preservation, packaging and shipping of equipment to protect the quality of products and prevent damage, loss, deterioration or degradation of products;
7. Substitution of equipment and/or products; and
8. Any other pertinent requirements related to the O&M of the

BHS, as required.

QQ. **Training and Familiarization**

1. The County may, in its discretion, authorize a Training and Familiarization Period for the Contractor of up to sixty
(60) days at the start of the Contract term. During this period, the Contractor shall learn and become proficient in the MIA operation of BHS during the training period. The start of the Training and Familiarization Period, if authorized, will be from the date of the First Notice to Proceed.
2. The Contractor's responsibilities during the Training and Familiarization Period are limited only to training and familiarization of the identified BHS. The Contractor shall have no responsibilities or obligations to perform any actual O&M work on any of the BHS during the training period. The Contractor shall not interfere or hinder others that do have the responsibility for the O&M of the BHS during this training period. Should any incident or conflict occur between the Contractor's personnel and the personnel of others, it shall immediately be brought to the attention of the MDAD Contract Administrator. Subsequently, the Contractor shall be responsible for training subsequent vendor(s) that may be contracted to perform these services in the future.

RR. **Emergency Service** - The Contractor shall perform all services under the contract to maintain MIA's facilities operational. This shall include times when an emergency is declared by the Mayor for hurricanes and/or other perceived security and/or operational threats.

SS. **Manuals/Drawings** – Upon request, the Contractor shall be provided drawings and O&M Manuals for the BHS from the County. The County shall have discretion on approving the release of such documents as there may be documentation that is considered Security Sensitive Information (SSI) and may not be available for review. Manuals and documents created pursuant to the awarded Contract shall become property of the County without limitation.

O&M Requirements of the current BHS System (continued):

A. The Contractor shall be responsible for the O&M of the BHS system Exhibit E, Schematic for BHS is attached for reference. The BHS includes, but not be limited to the following:

1. Ticket Counter input locations (Nine [9] in South Terminal and ten [10] in Central Terminal);
2. Oversize Bag Lines (Four [4] in South Terminal and two [2] in Central Terminal);
3. Sortation Piers (30 in South Terminal and 20 in Central Terminal);
4. Make-up units (Two [2] in South Terminal and one [1] in Central Terminal);
5. Total Motor Drive Count;

6. Central – Approximately 900 motor drives (68 of them Re-control);
7. South – Approximately 1200 motor drives (400 of these Re-control);
8. New Motor Drives are Nord Variable Frequency Drives (VFDs). Existing Drives are TXT;
9. Approximately 130 new High-Speed Diverters (HSDII) (replacing South pushers);
10. 13 Vertical Sorters;
11. 12 CTX 9800 machines (Two 6-machine matrices, 4 + 2 configuration);
12. 6 CTX machines in Central Terminal;
13. 6 CTX machines in South Terminal;
14. Estimate: 608 bags processed per hour through each CTX machine;
15. Ninety-two (92) New Motor Control Panels (MCPs), 51 Re-control MCPs (South Terminal);
16. Centralized ControlNet Computer Programed Architecture;
17. Twenty (20) pairs of ControlLogix L73 Programable Logic Controllers (PLC's) (Redundant Hot Standby) (11 in South Terminal and nine [9] in Central Terminal);
18. Eight (8) SICK Automated Tag Readers (ATR's) (Four [4] in South Terminal and four [4] in Central Terminal);
19. Eight (8) SICK Bag Dimensioning Devices (BDD's) (Four [4] in South Terminal and four [4] in Central Terminal);
20. Two (2) Redundant Main-Line Sortation Lines per system with runout;
21. Brock – Sortation, SmartSort, Manual Encoding Consoles (MECs), Factory Talk
22. Two (2) Webb Mobile Inspection Table (MIT) Systems (One [1] in Central Terminal Checked Baggage Resolution Area [CBRA] and one [1] in South Terminal CBRA);
23. Fifty-two (52) search positions (27 in South Terminal and 25 in Central Terminal);
24. Six (6) Future Search positions bringing overall total to 58 (29 in South Terminal and 29 in Central Terminal);
25. 102 Mobile Inspection Tables (52 in South Terminal and 50 in Central Terminal);
26. Total of 8.7 additional miles of conveyor system;
27. Approximately three (3) miles of new conveyors between Central Terminal and South Terminal; and
28. Approximately 5.7 Miles of existing conveyors upgraded and re-controlled between Central and South Terminals.

B. BHS Operational Requirements:, the minimum requirements shall include, but not be limited to the following:

1. Bag Placement on load conveyors;
2. Tub usage and loading;
3. Operating procedures for all BHS/Checked Baggage Inspection System (CBIS) conveyance equipment;
4. BHS equipment/Mobile Inspection Tables (MIT) within the CBRA;
5. CBIS failsafe procedures and layout – including responsible party for clearing fail-safes, as coordinated with local TSA;
6. Provide description of the BHS Control Interface with CBIS;
7. System Safety procedures, including lock-out and Tag-out requirements;
8. Bag Jam clearing procedures, as coordinated with MDAD's O&M group and local TSA; and
9. Sensitive Security Information (SSI) Training for any BHS/CBIS-related reports that are classified as SSI. This training shall comply with government SSI guidelines as per the TSA's Planning Guidelines and Design Standards (PGDS), Exhibit D.

C. BHS Maintenance Requirements: In addition to the requirements listed in Section 2.6, the minimum maintenance requirements shall include, but not be limited to the following:

1. Preventive and corrective maintenance procedures, including replacement of parts, lubrication quantities, types, frequencies and application points and an estimate of the time to perform such procedures;
2. Special tools, techniques, or procedures required for either preventative or corrective maintenance of the equipment, or it's auxiliary or support components;

3. Procedures to perform adjustments required for alignment, wear and calibration for all preventative and corrective maintenance and an estimate of time required for performing such procedures;
4. Assembly and disassembly procedures, including parts lists required for appropriate and corrective maintenance. Models, "exploded" views, and audiovisual materials shall be used for training. These materials shall be submitted to MDAD upon completion of training. Hands-on field training shall be provided subject to MDAD approval;
5. Safety Procedures including Lock out/Tag-out;
6. O&M Manuals;
7. Warranty Procedures;
8. System Preventative Maintenance;
9. Jam Clearance Procedures;
10. Failsafe Procedures and Clearance;
11. Explosive Detection System (EDS)/BHS Interface and Troubleshooting;
12. Power Turns;
13. Slope Pallet Devices;
14. Flat Plate Devices;
15. 45 Degree Merge conveyor;
16. HSPDs;
17. Pushers;
18. Vertical Sort Unit;
19. Fire/Security Doors;
20. Automatic Tag Readers (ATRs);
21. Baggage Measuring Array (BMAs);
22. Programmable Logic Controller Systems including basic ladder programming techniques;
23. Computer Systems Equipment;
24. Manual Encode Equipment (e.g., Console and Scan Gun);
25. Interfaces to MDAD's Networks;
26. Problem Resolution Screens;
27. Contingency Plans;
28. Configuration Management Plans and Procedures;
29. System Reports; and
30. Maintenance Diagnostic System (MDS) and Maintenance Information System (MIS) Systems including development of new reports, adding new conveyor subsystems with associated fault annunciation to the graphic/text displays.

D. **Warranty of the BHS**: MDAD will provide the Contractor the warranty information for the BHS. Should the new BHS trigger an operational failure that requires work to be performed to the BHS during the O&M of the BHS, the Contractor shall immediately notify MDAD Project Manager of such failure. If the operational failure is deemed by MDAD to be a warranty item, the contractor who installed the system will immediately be engaged to perform the repair to the BHS under the warranty. If the work is deemed to fall outside the warranty, the Contractor will immediately be engaged to perform the repair under their O&M contract. MDAD reserves the right, in an emergency and on a case- by-case basis, to authorize the Contractor to perform warranty repair work if deemed to be an operational necessity.

E. Certification is not required for the O&M of the BHS system.

1.7 Parts and Inventory Requirements

The Contractor shall maintain inventory of spare parts including baggage tubs and provide monthly report(s) identifying spare part utilization and number of spare parts available as compared to the minimum stocking levels as mutually agreed to by the Contractor and the County. A list of the current inventory level will be provided by MDAD to the Contractor. The Contractor shall be responsible for, including but not limited to, the following:

A. Obtaining competitive written quotes from at least three (3) suppliers for all parts not approvedby the

County as "sole source." Parts must be purchased from the vendor providing lowest cost for parts that meet the Original Equipment Manufacturer's specifications.

B. Assuming full responsibility for accurately recording the spare parts purchases as required to obtain reimbursement from the MDAD.
C. Providing all sales receipts for parts and supplies with vendors' invoices in order to document costs incurred.
D. Properly storing spare parts and maintaining a clean and organized setting within the allocated spare parts storage spaces.
E. Ensuring that markups are not included in the dedicated Allowance Account for Spare Parts or Equipment purchased for this Agreement.
F. Performing monthly and annual spare parts inventory audits to comply with the following requirements:
    a. Management of inventory using the FIFO (First-In First-Out) methodology.
    b. Establishment of a monthly inventory report including the following information at a minimum for each spare part:
        1. Part Number
        2. Manufacturer's Number
        3. Part Name / Description
        4. Location (Bin Number)
        5. Quantity On Hand
G. Within the space designated, maintaining the storage shelving system and parts bins necessary to organize and store the spare parts, equipment, and expendables required in the performance of Contract.
H. Maintaining parts, equipment and expendables for the BHS similarly within existing system/storage area(s).
I. Ensuring any credits or deductions provided by the seller to the Contractor shall be netted against monies due to the Contractor from the County under a General Allowance Account (GAA).

1.8 Modification/Enhancement/Repair Requirements

The Contractor shall be responsible for any repairs (excepting repairs as incident to PM functions), modifications, and enhancements, required to operate and maintain the BHS equipment and system in operation, as may be authorized in writing by the County.

1. Any modifications/enhancements and/or repairs outside the normal maintenance of the BHS system per incident shall be treated as work orders reimbursed through the GAA. Said Work orders must be reviewed by SBD for assignment of the appropriate SBE contract measure, and the County must issue a work order for such work prior to the performance of any such work.

2. When the Contractor has identified a modification/enhancement and/or repair outside the normal maintenance of the BHS system or MDAD desires to modify and/or enhance the BHS meeting the aforementioned parameters, a written request will be issued by MDAD for SBD review. Once the appropriate SBE or other contract measure is assigned, as may be required by the then applicable County Code, the Contractor shall submit a price quote to MDAD for their review, within twenty-one (21) calendar days of receipt of such written ~~request~~ SBD measure for the identified scope of work. Except where authorized in advance by the County, the Contractor shall solicit quotes from no less than three subcontractors and/or suppliers for any work the Contractor is not performing with its own forces. The Contractor shall maintain the price quoted, for acceptance by MDAD, for a minimum of 90 calendar days after submittal. All prices quoted by the Contractor shall be inclusive of all Direct and Indirect Costs, including Overhead and Profit, remobilization and demobilization associated with the change, means and methods of execution, engineering and any associated work necessary.
3. If MDAD accepts the Contractor's quote, MDAD shall issue a work order with the final negotiated tasks/deliverables/payment schedule and such work orders shall be paid under the corresponding allowance account after final acceptance from MDAD. The Contractor shall not be compensated for any effort expended in preparing and submitting price quotes. Should Architectural/Engineering/Construction Services be required in a work order, the Contractor shall

provide such services as needed to effectuate the work order but shall procure a licensed architect or engineer or contractor utilizing the process as further described in MDAD's then current TAC-R Process (see latest version https://www.miami-airport.com/resources.asp). The County may, at its sole discretion, reject the Contractor's quote and solicit other contractors for the work.

1.9 Staffing Requirements

A. The Contractor shall be responsible for all staffing costs associated with the BHS. The County does not warrant or guarantee that the system can be operated or maintained with the staffing proposed by the Contractor, and the Contractor shall be solely responsible for maintaining sufficient staffing as to ensure compliance. The Contractor shall acknowledge that it has been given the opportunity to inspect the facilities and pertinent documents prior to entering into Contract awarded as a result of this solicitation.

B. The below table provides the Minimum Staffing Levels which are set as a minimum requirement for this solicitation. It is the Contractor's responsibility to staff accordingly to meet the performance requirements listed herein. The Contractor may choose to include additional staffing levels to ensure all performance requirements listed herein are met

Table 1.Minimum Staffing Levels

Staff Position/Title	Number of People	Minimum Staff per Shift*
Project Manager	1	
Administrative Support	1	
Shift Supervisor	As determined by Contractor	1
Control Room Operator/Work Order Coordinator		2
Mechanics - MRT1		9
Mechanics - MRT2		2
General Laborer		10
Parts Supervisor	1	

Note: Shifts shall provide coverage 24-hours per day, seven (7) days per week unless the position specifically identifies less. The Contractor may substitute higher levels of personnel due to skills/promotions at the Contractor's expense. Said substitutes must be approved by MDAD.

C. **Staff Deficiencies**: Whenever the Contractor does not provide the final negotiated staffing levels, the Contractor shall decrease the monthly O&M fee in accordance with the Contract rates agreed upon between the Contractor and the County (reference Attachment 2).

1. The Contractor shall issue monthly and on-demand staff allocation reports to MDAD detailing all the hours provided under the resulting Contract by staff position. Deficient staff hours in the prior month per the final negotiated staffing levels shall be clearly detailed (see Section 1.14 for additional details).
2. Staff deficiencies shall be covered by personnel with the same or higher qualification/classification, at the Contractors expense.
3. The Contractor shall inform MDAD when the Contractor is unable to provide the final negotiated staffing levels at any time during the duration of the term of the Contract. Should the Contractor fail to address staffing deficiencies within thirty (30) calendar days, the County may at its sole discretion deduct from the monthly fee. Penalties shall be based on deficient calendar days (see Section 2.15 for additional details).

D. The Contractor shall assign, at a minimum, the following personnel:

1. **Project Manager**: The Contractor shall assign a full time executive, qualified, and experienced

person, as the BHS "project manager" to be responsible for overseeing and directing the maintenance services. The "project manager" shall be fluent in speaking, reading and writing the English language. The "project manager" shall be available on site at all times during normal business hours, available during emergencies and must attend all regularly scheduled or on-demand meetings by MDAD and/or the users to discuss the Maintenance or Operations of the BHS. The "project manager" shall oversee and have overall responsibility for the work to be carried out under this Contract and as such shall devote his time exclusively to this task. The "project manager" shall be available for periodic tours or inspections of the premises to be made with MDAD. The Contractor shall be responsible for providing equal level replacement when the "project manager" is absent due to disability or vacation.

2. **Administrative Support**: The "administrative" position shall be available on site at all times during normal business hours to support the operations of the Contract, specifically with time sheets, parts, reports, daily operations and all other duties as required by the Contractor's project manager.
3. **Shift Supervisors**: The Contractor shall employ a sufficient number of "shift supervisors" required to maintain the BHS operational. "Shift supervisors" shall have the necessary experience required to supervise the operation, maintenance, and repair of automated and non-automated BHS systems at airports of similar size and capacity as MIA. They must be on site at all times that work is being performed on the BHS.
4. **Control Room Operators/Work Order Coordinators**: The Contractor shall employ a sufficient number of "control room operators/work order coordinators" to maintain the BHS operational. Computer operation tasks are shown in Table 2 below.
5. **Mechanics**
   e. MRT1 employees must be paid in accordance with the **Millwright & Machinery Erectors classification** in the County's Responsible Wages and Benefits – Building Schedule in effect when the work is performed.
   f. MRT2 employees must be paid in accordance with the **Electrical Workers classification** in the County's Responsible Wages and Benefits - Building Schedule in effect when the work is performed.
6. **General Laborers.** Employees performing General Laborer duties as defined above must be paid in accordance with the **Laborers classification** included in the County's Responsible Wages and Benefits – Building Schedule in effect when the work is performed.

Table 2.Computer Operation Tasks

1. BHS Daily Tasks:	
Task	**Daily Task Description**
A.	Ensure that all previous day's "Day End Tasks" have been completed.
B.	Collect, log, and file all "End of Day" reports generated during the nightly-end of day processing (1st shift only).
C.	Ensure the systems are operational and ready for the operation day.
D.	Verify that all communications links are running and operational (PLC, etc.).
E.	Coordinate and communicate with airline users and their O&M staff, TSA, and MDAD Operations as required (e.g., regarding any/all BHS operational decisions, initiation of fallback modes and procedures, changes in status, downtime, etc.).
F.	Verify readiness to exercise/initiate any and all back-up or fallback modes or procedures at any time (e.g. redundant PLCs on-line, back-up diverters operational where available, correction.
G.	Monitor system for any visual and audible alerts and notify maintenance operations of identified conditions that may need correction.
H.	Fully advise the next shift of current conditions and relevant issues as required.
I.	Perform jams clearing, and bag alignment, etc.

J.	Collect all flight schedules and generate master schedule with pier assignments at all concourses.
K.	Maintain constant communication with designated TSA representatives to monitor EDS machines performance.
L.	Enter all maintenance actions into maintenance management system including PMs, CMs, jams, and parts inventory.

2. BHS Regularly Scheduled, Non-Daily Tasks:

Task	Regularly Scheduled Non-Daily Task Description
A.	Prepare and save weekly and monthly reports.
B.	Print, distribute, and file weekly and monthly reports.
C.	Ensure that maintenance staff performs all scheduled preventive maintenance tasks and log all PM work.
D.	Check spare parts inventory and initiate any required purchase requests.

3. BHS Random/Unscheduled Tasks

Task	Random Unscheduled Tasks Description
A.	Report and document any equipment failures.
B.	Provide on-site support to off-site support personnel.
C.	Keep complete records of any changes to code/software and coordinate implementation with operation/users as required.
D.	Prepare for and perform full system back-ups immediately before and after any such changes to code/software. Maintain copies (including copies of backups) of all system source codes off site of MIA, and in a secure and fireproof environment.
E.	Coordinate and communicate with airline users and their O&M staff, TSA, and MDAD Operations as required (e.g., regarding any/all BHS operational decisions, initiation of fallback modes and procedures, changes in status, downtime, etc., related to unplanned repairs and failures).

7. **Mechanics**: The Contractor shall employ a sufficient number of "mechanics" to maintain the BHS operational. These individuals shall be skilled cross-crafted technicians with the requisite experience in an airport environment of similar size and capacity as MIA. They must display mechanical and electrical aptitude and strong skills and experience with industrial control devices. Responsibilities include, but are not limited to, maintenance and repair of all electrical, mechanical, and control devices, equipment, and components associated with the baggage handling system including controls, PLCs, and scanner systems, etc. There are two (2) types of "mechanics" required to perform work: MRT1 are "mechanical technicians" and MRT2 are the "electrical technicians" with PLC training. Responsibilities of the "mechanics" are as follows:

"Mechanics" shall be responsible for the daily operations of the BHS as well as to operate, maintain, trouble-shoot and repair the mechanical, electrical and control systems related to the BHS. The following list is a general outline of their job duties, and is not to be construed as "all inclusive":

a. Monitor daily operations and statistics of the baggage system to determine problem areas.
b. Trouble-shoot and repair all mechanical, electrical, and control components of the BHS.
c. Analyze all data from the baggage handling system to determine problems and trends that may lead to problems.
d. Suggest and, with MDAD, TSA, and Airline approval, make necessary changes to the PLCs to maintain and/or enhance the BHS operations.

8. **General Laborers**: The Contractor shall employ a sufficient number of "general laborers" to maintain the BHS operational. "General laborer" responsibilities shall include but not be limited to:

a. Work in a safe manner to clear all baggage jams using Lock-Out-Tag-Out procedures as needed.
b. Ensure that bags are aligned as required upstream of EDS machines and/or immediately clear any/all jams.
c. Assist the maintenance mechanics/technicians on an as needed basis.
d. Observe and report any maintenance, operations and/or repair problems to

the maintenance mechanics/technicians.

e. Perform general cleanup of work areas and in/around conveyor equipment at a frequency required to maintain units free of trash, dirt and debris and as described in Section 2.10.
f. Be responsible for manual movement of baggage in the event of system outage, during system fallback conditions, or during contingency operations, etc., as required.
g. Re-circulate baggage tubs to and from, the counters, deliver bags, staff transfer lines, staff mis-sort (default) piers, and staff oversize belts.
h. Responsible for movement of bags from the Transfer, Oversize and Run-Out Piers to the correct Airline Pier or carousel.
i. Man the four (4) ME stations.

9. **Parts Supervisor(s)**: The Contractor shall employ a sufficient number of "parts supervisors" required to maintain the BHS operational. "Part supervisor(s)" shall always be available on site during normal Business Hours. "Parts supervisors(s)" shall be responsible for the following:
   a. Maintaining inventories and ensuring that all materials are available to maintain smooth operations;
   b. Purchase and negotiate materials, equipment, and supplies; evaluate vendor quotes; ensure parts and materials ordered are delivered intact and timely;
   c. Maintain an inventory database and input parts in the CMMS and providing routine analysis on the rate of replacement of parts and other materials.

E. All of the Contractor's personnel shall wear distinctive uniforms with the Contractor's company logo.

F. The Contractor shall submit and maintain an updated list of emergency contacts, listing all key personnel with names and titles, home/office telephone numbers, field office numbers and beeper numbers.

G. The Contractor shall ensure that control room can communicate with appropriate staff and provide immediate communications with control room at all times.

H. The Contractor must notify the County in the event that they wish to substitute the staff identified in their proposal and the resulting Contract. The Contractor must notify the County in writing, including the substitute staff's resume, and request written approval for the substitution prior to effecting such substitution. Substitute staff must have experience, qualifications, education and training equal to or higher than the initial staff.

I. Contractor's staff shall comply with all applicable security and safety regulations. Airport Security Identification and Customs' Clearance badges shall be obtained and worn as required per MDAD Safety and Security guidelines. The Contractor shall be responsible for all badging costs, including any fees. The fee for ID badges/background checks is approximately $58.00 per employee but subject to change. Any changes to said fee shall be responsibility of the Contractor.

Restricted Area Access – Identification Badges: The Contractor shall be responsible for requesting MDAD to issue identification badges to all employees and other personnel under its control who require access to restricted areas in the Airport as a part of their regularly assigned duties, and shall return the identification badges of all personnel transferred or terminated from the employ of the Contractor or Airport assignment and upon termination of subsequent Contract. Contractor's employees requiring access to federally-regulated secure areas including, but not limited to, the Airfield Operations Area (AOA), Federal Inspection Services (FIS) areas, and areas beyond security checkpoints, MUST undergo individual background screening (e.g., 10-year employment history verification, fingerprinting, etc.) and comply with all security rules and regulations mandated by Customs and Border Protection (CBP), TSA, and the Federal Aviation Administration (FAA). The Contractor shall be held responsible for any violation by its employees or other personnel under its control of the Airport's security program, Miami-Dade County Code of Ordinances, Chapter 25, Aviation Department Rules and Regulations, Transportation Security Administration Title 49 Code of Federal Regulation (CFR) 1520 and 1542, or Customs and Border Protection Title 19 CFR Part 122, Subpart S.

The Contractor shall request from MDAD identification badges for all employees and other personnel under its control who require access to restricted areas on the airport as part of their regularly assigned duties, and shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employment of the Contractor or airport assignment and upon termination of this Agreement. MDAD shall have the right to require the Contractor to conduct background investigations and to furnish certain data of such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for such badges. Please refer to Article 5 of the Agreement for further details.

Contractor shall:

1. Be responsible for any other persons in their employ including subcontractors and their employees, and material suppliers.
2. Be responsible for any fine levied against MDAD caused by the Contractor's employees' conduct.
3. Promptly report to MDAD the names of all persons who were employed by the Contractor from whom they were unable to obtain the return of MDAD issued identification badges. In the event that an identification badge is not returned, the Contractor shall pay, from its own funds, MDAD's established charge for lost or stolen identification badges as follows. A non-refundable fee of $75.00 will be assessed for the first replacement and $100.00 for the second replacement within twenty-four (24) months of original issuance. Replacements will not be issued for a third (3rd) time within twenty-four (24) months of original issuance. Fees must be paid to the MDAD Security Credentialing Section before replacement ID badges are issued. Furthermore, a replacement ID badge may only be issued if declared in writing that the ID badge has been lost, stolen, or destroyed. ID badges are the property of MDAD, therefore ID badges must be immediately returned to MDAD Credentialing Section at the end of personnel employment, upon receiving notification from MDAD that the ID badge is being revoked, and/or Contract expiration. The MDAD ID Office will issue a receipt as proof of ID badge return. Failure to comply within twenty-four (24) hours will be in direct violation of the Airport Security Program (ASP), and subject to a potential $10,000 Civil Penalty Fine assessed by TSA under title 49 of the Code of Federal Regulations CFR Part 1540.105; 49 USC 46301.

J. **Federal Agencies Right to Consent**: The Contractor shall understand and agree that all persons entering and working in or around arriving international aircraft and facilities used by the various FIS agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by FIS agencies may not be employed by the Contractor on the Airport.

K. The County's **Responsible Wages and Benefits** ordinance set forth in Section 2-11.16 of the Miami-Dade County Code is applicable to this project and the awarded Contractor must comply with same. Responsible Wages and Benefits shall be applicable to staff and Subcontractors providing day to day operation and maintenance services as stated herein, as well as staff performing repairs, modifications, or expansions of the system.. Additionally, Responsible Wages and Benefits is also applicable to staff and Subcontractors, or any portion of their time thereof, utilized for any modification, enhancement and/or repair service in accordance with Section 1.8.

1.10 **Cleaning of Work Areas**

A. The Contractor shall be responsible for operating in compliance with MDAD's environmental and International Organization for Standardization (IS0) 14001 policies, and with all applicable Federal, State, and local regulations.

B. The Contractor shall store and dispose Hazardous waste material in compliance with MDAD's environmental and IS0 14001 policies, and with all applicable Federal, State, and local regulations, including record keeping of shipping documents.

The Contractor shall be responsible for general housekeeping and cleanliness in and around work area. This includes the cleaning of all systems and system components, tools, equipment and appurtenances associated with the O&M of the systems; the systems shop areas, parts storage areas, and baggage make-up areas. These

areas include all outbound piers, items found blowing between piers, and daily changing and disposal of trash bags in garbage containers located in front and in back of each pier without the use of blowers. It shall be the responsibility of the Contractor to obtain dumpsters for trash disposal. The Contractor shall be responsible for the procurement of the liners associated with the trash disposal, and said expense will not be reimbursable. It shall be the Contractor's responsibility to ensure all cleanup. Cleaning under the belts, piers, etc. shall be completed by the Contractor as needed to ensure proper performance of all equipment.

C. The Contractor shall remove surplus and scrap materials at least weekly and remove combustible scrap daily.
D. The Contractor shall provide for pick-up of solid waste generated in the maintenance of the BHS excluding hazardous material which shall be disposed of as described above in item B.

1.11 County Resources

MDAD will provide the following:

A. Office space;
B. Warehouse space to store spare parts and equipment required for the O&M of the BHS;
C. Shop space;
D. Electricity in all areas and air conditioning in office spaces;
E. Shelving and/or bins for storage of parts, equipment, and consumables;
F. Maintenance of passenger scales; and
G. Two (2) MDAD hand held radios.

The Contractor shall maintain the provided spaces in a clean and suitable manner. The assignment of office, warehouse, and shop space will be at the discretion and approval of MDAD.

1.12 Reporting

The Contractor shall submit the documentation listed below at the time specified during the term of the Contract, and in accordance with their submittal deadlines. The Contractor shall prepare all documents in the English language, and shall email electronic copies of the reports to a list of persons to be designated by MDAD.

Table 3. Contract Reporting Requirements

Submittal Item	Deadline
Contractor's Safety Plan and Drug Policy.	30 days after Award of Contract.
Automated System Status and Problem Reports on a daily basis with a weekly summary.	By 10:00 a.m. the next day.
Automated BHS Operational (Performance) and Maintenance Reports on a monthly basis.	Within 48 hours of each calendar month.
BHS Hurricane Preparedness Plan.	May 1st of each calendar year.
Monthly invoices.	Within 14 days of the day of each calendar month.
Automated Completed PM tasks for each month.	Within 14 days of the day of each calendar month.
Automated list of all corrective maintenance executed each month.	Within 14 days of the day of each calendar month.
A monthly log of all service interruptions which records the date, time, systems and subsystems failure/problem, and time elapsed until services are fully restored.	Within 14 days of the day of each calendar month.
Automated Daily inspection and maintenance logs for all system and subsystem of TSA security doors at ticket counters and curbsides	Within 14 days of the day of each calendar month.
Accident reports for all accidents arising out of or in connection with the services which result in injury or property damage, giving full details and witness statements.	Immediately reported to MDAD by telephone.
Automated Maintenance, Management and Parts Inventory Report	1st Day of each Month
Automated Spare parts inspection audit report	Quarterly and Annually

Staff Allocation Report	1st Day of each Month and On-demand
Tracking Accuracy Report	By 10:00 a.m. the next day.

1.13 Performance Indicators and Deductions

A. System Availability Payment Factor: System Availability is defined as the continuous, efficient and safe operation of the BHS, as specified in the Contract documents, exclusive of shutdowns or breakdowns resulting from scheduled maintenance, unforeseen conditions not caused by the Contractor negligence, damage caused by third parties, normal wear and tear, repairs, upgrades, enhancements or poor bag hygiene, as determined by MDAD.

For any calendar month during the Contract that the BHS does not achieve a minimum ~~98~~ ~~95~~% availability, a Payment Factor shall be applied to the Contractor's monthly payment to decrease the amount to be paid for that month. Decreases to the monthly payment shall be made for not providing the required service performance as specified in the contract documents. A deduction for failure to achieve the required performance levels shall be assessed in the following manner provided that performance failures are caused by Contractor negligence, system and/or operational related issues and not by poor bag hygiene, as determined by MDAD.

If the Availability (A) for a month is less than 0.95 (95%), a "Payment Factor" shall be applied by MDAD to that month (i.e., to that month's portion of the regular invoice amount, not including any fees due for GAA work (see Section 1.17) in accordance with the following:

Table 4: System Availability Payment Factor

SYSTEM AVAILABILITY (A in %)	PAYMENT FACTOR (PF)
A = 95 or greater	PF = 1.000
A = 94% up to 95%	PF = 0.95
A = 93% up to 94%	PF = 0.94
A = 92% up to 93%	PF = 0.93
A =91% up to 92%	PF = 0.92
A = less than 91%	PF = 0.90

Table 5: Sample System Availability Payment Deduction

Month	System Availability	Monthly Invoice Amount (Base)	Payment Factor	Total Monthly Payment Due to Contractor
April	91%	$1,050,000	0.92	$966,000
May	88%	$1,050,000	0.90	$945,000
June	95%	$1,050,000	1.00	$1,050,000

B. Tracking Accuracy Payment Factor: Tracking Accuracy is defined as the end-to-end movement and handling of the baggage once the bag moves past the first laser barcode scanning array to the assigned pier. The Tracking Accuracy is calculated by the number of bags lost in the tracking system divided by the total number of bags inducted into the system.

For any calendar month during the Contract that the BHS does not achieve a minimum 95% tracking accuracy, a Payment Factor shall be applied to the Contractor's Daily Payment to decrease the amount to be paid for that month. Decreases to the monthly payment shall be made for not providing the required service performance as specified in the contract documents.

Each monthly invoice period shall be divided into equal portions representative of each day in that period. If the Tracking Accuracy (TA) for a given day is less than 0.95 (95%), a "Payment Factor" shall be applied by MDAD to that day (i.e., to that day's portion of the regular invoice amount, not including any fees due for GAA work (see Section 1.17) in accordance with the following:

Table 6: Tracking Accuracy Payment Factor

TRACKING ACCURACY (TA in %)	PAYMENT FACTOR (PF)
TA = 95% or greater	PF = 1.000
TA = 94% up to 95%	PF = 0.95
TA = 93% up to 94%	PF = 0.94
TA = 92% up to 93%	PF = 0.93
TA = 91% up to 92%	PF = 0.92
TA = less than 91%	PF = 0.90

Table 7. Sample Tracking Accuracy Payment Deduction

Day of Month	Tracking Accuracy	Daily Invoice Amount ($1,050,000 over 30 Days)	Payment Factor	Payment Due to Contractor
1	98%	$35,000	1.00	$35,000
2	**94%**	**$35,000**	**0.94**	**$32,900**
3	100%	$35,000	1.00	$35,000
4	100%	$35,000	1.00	$35,000
5	100%	$35,000	1.00	$35,000
6	100%	$35,000	1.00	$35,000
7	100%	$35,000	1.00	$35,000
8	100%	$35,000	1.00	$35,000
9	**75%**	**$35,000**	**0.90**	**$31,500**
10	99%	$35,000	1.00	$35,000
11	99%	$35,000	1.00	$35,000
12	99%	$35,000	1.00	$35,000
13	99%	$35,000	1.00	$35,000
14	**90%**	**$35,000**	**0.90**	**$31,500**
15	**89%**	**$35,000**	**0.90**	**$31,500**
16	99%	$35,000	1.00	$35,000
17	99%	$35,000	1.00	$35,000
18	99%	$35,000	1.00	$35,000
19	**91%**	**$35,000**	**0.92**	**$32,200**
20	99%	$35,000	1.00	$35,000
21	99%	$35,000	1.00	$35,000
22	100%	$35,000	1.00	$35,000
23	100%	$35,000	1.00	$35,000
24	**97%**	**$35,000**	**1.00**	**$35,000**
25	99%	$35,000	1.00	$35,000
26	99%	$35,000	1.00	$35,000
27	99%	$35,000	1.00	$35,000
28	99%	$35,000	1.00	$35,000
29	99%	$35,000	1.00	$35,000
30	99%	$35,000	1.00	$35,000
Total Monthly Payment Due to Contractor				**$1,034,600**

C. Additional Payment Deductions: The Contractor shall acknowledge that its services require handling and accounting for mission critical equipment and services for the Airlines and passengers at MIA, and therefore the highest standards of competence, integrity, reliability and courtesy are required in the

performance of the Contractor's duties hereunder for the protection of the County's revenues and delivery of quality service to the public at MIA. Therefore, it is agreed that deviations below the standards of performance required as listed herein may result in deductions from the compensation payable for such services, as described below. The provisions of this section shall not preclude recovery by the County of damages or the County obtaining equitable relief for breaches of the resulting contract by the Contractor.

For any month where the Contractor does not fulfill the requirements of the resulting Contract, the County reserves the right to deduct sums (listed below table) from the Contractor's monthly invoice:

Table 8. Payment Deductions

	Incident	Deduction	Remark
1	Failure to address staff vacancies within thirty (30) calendar days.	USD 500 per calendar day, per person	On day thirty-one (31) the deduction applies.
2	Failure to follow approved maintenance procedure resulting in premature equipment failure.	USD 500 per occurrence	Refer to Section 1.6.
3	Failure to notify, provide or complete an accident report within the times identified in this specification.	USD 300 per occurrence	Includes any incident the Contractor is responsible for, including subcontractors, if knowledge of such accident was known or should have been known by Contractor for damage to County property. Refer to Section 1.6.
4	Insufficient and inoperative communication tools (phones/radios).	USD 200 per day	Refer to Section 1.6
	Failure to complete spare parts inventory audits from the acts or omissions of Contractor	USD 1,000 per occurrence	Refer to Section 1.7
	Failure to complete PM inspections within required time frame as indicated by the OEM manual.	USD 100 per occurrence	Refer to Section 1.6.
	Failure to implement the Contingency Plan and operational procedures on time.	USD 500 per occurrence	Refer to Section 1.6.
	Failure to perform scheduled corrective maintenance within the required time frame as indicated by the OEM manual.	USD 300 per occurrence plus USD 100 for every day that the corrective maintenance is not completed	Refer to Section 1.6.
	Failure to address bag jams, Emergency Stop (E-Stop) conditions and Maintenance Calls on time.	USD 100 per occurrence	Refer to Section 1.4.
	Not having replacements spare parts on site during equipment failure	2x equivalent USD of component being replaced, minimum USD 100	For each part not on site for replacement. Refer to Section 1.7.
	Assigning an employee or allowing an employee to be assigned to work at another site without written approval from MDAD.	USD 1,000 for 1st occurrence plus USD 100 per day employee is absent from MIA. USD 5,000 for 2nd or subsequent occurrence plus USD 300 per day employee is absent from MIA 3rd or subsequent occurrences, subject to default.	Refer to Section 1.9.
	Failing to provide training in accordance with the approved training plan.	USD 500 per occurrence, per employee	Refer to Section 1.6.

D. Deductions Cumulative

The Deductions specified above are cumulative and shall be applied in the following order of precedence: First, any deductions for tracking accuracy shall be applied to the applicable portion of the monthly invoice. The system availability deduction, if applicable, will be applied to the invoice as adjusted following any deductions for tracking accuracy. Lastly, any additional payment deductions shall be applied to the remaining amount of the invoice, after deductions for tracking accuracy and system availability.

1.14 Continuity of Services

1. The Contractor recognizes that the services herein are vital to MDAD and must be continued without interruption and that, upon Contract expiration, a successor, either MDAD or another Contractor, may continue them. The Contractor, at no additional cost to the County, shall be required to Furnish phase-in training for successor; and
2. Cooperate with successor, either MDAD or another Contractor, as applicable, to achieve an orderly and efficient transition to MDAD or another Contractor.

B. The Contractor shall, upon MDAD's written notice:

1. Furnish phase-in, phase-out services for successor for up to 90 days immediately prior to the expiration or notice of termination of this Contract; and
2. Negotiate in good faith a plan with a successor, either MDAD or another Contractor, to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to MDAD's approval.

C. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required performance level.

1.15 General Allowance Account (GAA)

The GAA shall be used to reimburse the Contractor for the following:

1. Actual costs of permit fees, license fees, impact fees and inspection fees paid to any governmental entity in connection with performance of any construction work related to the O&M of the BHS system (as further described in Section 1.8);
2. Furnishing all labor, materials, equipment and services necessary for any construction, modification, or maintenance work required to maintain the BHS system as a result of unforeseeable conditions; and
3. Performing minor construction changes required to resolve: oversight in design, MDAD oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays.
4. Maintaining inventory of spare parts for daily maintenance requirements(as described in Section 1.7)

At such time as work is to be performed under the GAA, if any, the work shall be incorporated into the Contract, and shall in all respects be integrated into the work as a part of the Contract as awarded.

1.16 Fees

The Contractor's proposed fees for the O&M services listed in Exhibit B of this agreement shall be provided as annual lump sum not to exceed amounts, inclusive of all fees, including but not limited to, labor, overhead, indirect costs, and expenses, for the O&M of the BHS. The hourly-rate fees for key personnel identified in Exhibit B of this agreement shall utilized for the calculation of deductions identified in Section 1.9 and the calculation of work performed in accordance with Section1.8(B).

Exhibit B
RBO Price Proposal Schedule

1 ANNUAL PROPOSED OPERATION AND MAINTENANCE FEE FOR SEVEN (7) YEAR TERM:

The Contractor's Annual Operations and Maintenance Fee for providing the services as stated in Exhibit A. Baggage Handling System (BHS) Operation and Maintenance (O&M) Technical Specifications.

Period	Operation & Maintenance Fees
Year 1	$10,808,739.68
Year 2	$11,241,089.27
Year 3	$11,690,732.84
Year 4	$12,041,454.82
Year 5	$12,402,698.47
Year 6	$12,650,752.44
Year 7	$12,903,767.48

2 HOURLY-RATES PER POSITION:

Hourly-rates shall represent not to exceed billable charge by position for services not covered under the Scope of Work of this Contract. In addition, these rates will also be used to deduct the monthly invoices for staffing deficiencies as stated in Exhibit A. Baggage Handling System (BHS) Operation and Maintenance (O&M) Technical Specifications

	HOURLY-RATES						
Position	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Project Manager	$84.61	$88.00	$91.52	$95.18	$98.99	$102.95	$107.06
Administrative Support	$35.22	$36.63	$38.09	$39.62	$41.20	$42.85	$44.56
Shift Supervisor	$68.08	$70.81	$73.64	$76.58	$79.65	$82.83	$86.15
Control Room Operator/Work Order Coordinator	$31.43	$32.68	$33.99	$35.35	$36.76	$38.23	$39.76
Mechanics - MRT1	$59.93	$62.32	$64.82	$67.41	$70.11	$72.91	$75.83
Mechanics - MRT2	$62.66	$65.17	$67.77	$70.48	$73.30	$76.23	$79.28
General Laborer	$31.40	$32.66	$33.97	$35.32	$36.74	$38.21	$39.74
Parts Supervisor	$34.18	$35.55	$36.97	$38.45	$39.99	$41.58	$43.25

Notes:

1. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.
2. Contractor's prices and rates shall be loaded, inclusive of all overhead, fees, indirect costs and out-of-pocket expenses, including but not limited to materials and miscellaneous costs and fees, as expenses shall not be reimbursed separately by the County.