

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

Memorandum



Date: July 6, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(P)(6)

From: Daniella Levine Cava
Mayor

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

Resolution No. R-622-23

Subject: Recommendation for Approval to Award a Legacy Contract for Airport Surface Management System

Summary

This item is for the award of a legacy contract for the Airport Surface Management System (System) which assists with the planning and allocation of airport resources by properly maintaining and controlling airport operations for Miami International Airport (MIA). Saab, Inc. (Saab) is the proprietary owner of the County's existing System and the provider of the required maintenance, support, training, software upgrades, and updates, essential to use and maintain the System.

This contract is critical for continuity of services while ensuring maximum safety and efficiency of MIA's airfield operations as it provides a System that assists with the planning and allocation of airport resources by properly maintaining and controlling airport operations. These operations include the means by which aircrafts land, how they offload passengers and cargo, prepare for the next flight, load passengers and cargo, and take off towards a new destination. The System provides the ability to integrate and present airport surveillance data and flight details graphically throughout the airfield and alleys of the airport. The technology provided by the System provides aircraft positioning on the runways, taxiways and alleys as well as a collaborative platform that allows MDAD to communicate and share information with the Federal Aviation Administration (FAA) Tower, airlines, and other entities.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for award of *Legacy Contract No. L-10287, Airport Surface Management System*, to Saab for the Miami-Dade Aviation Department (MDAD) in the amount of \$1,749,000 for a five-year term pursuant to Section 2-8.1(b)(2) of the Miami-Dade County Code. The current contract, *BW9951-0/23*, was approved by the Board in 2018 through Resolution No. R-775-18 with Saab Sensis Corporation (now Saab, Inc.) for a five-year term in the amount of \$3,535,000. The contract provides for implementation, training, data services and storage, software updates and upgrades, ongoing maintenance, and customer service and support along with an airport-wide Multilateration Surveillance Tracking System (MLAT) at MIA.

This contract includes training, data services and storage, software updates and upgrades, ongoing maintenance, and customer service and support along with an airport-wide MLAT at MIA. The System will utilize the already installed Saab-proprietary MLAT surveillance system, as well as data from the FAA ASDE-X System surveillance sensor and tracking technology, which provides position and identification information for Mode-S equipped aircraft, when the aircraft transponder is active in the coverage area.

Competition is not practicable at this time as the required services of the existing System are proprietary to Saab and there are no other vendors authorized by Saab to perform these services. The availability of competition will be continually monitored so that the need for future legacy purchases is reduced or eliminated as soon as practicable. The cost of replacing the current system is estimated at \$2,800,000 and outweighs the potential benefits of additional competition.

Accordingly, it is in the County's best interest to award this legacy contract pursuant to Section 2-8.1(b)(2) of the County Code to allow MDAD to continue to purchase required maintenance, support, training, software upgrades, and updates, essential to use and maintain the System.

MDC001

Scope

Miami International Airport is located within District 6, which is represented by Commissioner Kevin Marino Cabrera; however, the impact of this item is countywide.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$1,749,000. The current contract, BW9951-0/23, is valued at \$3,535,000 for a five-year term and expires on August 31, 2023. The allocation under this replacement contract is lower than the current contract due to the change in contract scope which eliminated the previously included costs for implementation of the System.

Department	Allocation	Funding Source	Contract Manager
MDAD	\$1,749,000	Proprietary Funds	Sylvia Novela
Total:	\$1,749,000		

Track Record/Monitor

Natalya Vasilyeva of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

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

Vendor Recommended for Award

Pursuant to Resolution No. R-477-18, the vendor is recommended for award in accordance with established procedures and is non-local. The lack of local vendor participation is attributable to no vendors being capable of providing these services.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Saab, Inc.	85 Collamer Crossings Parkway East Syracuse, NY	None	0	Erik Smith
			0%	

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

Due Diligence

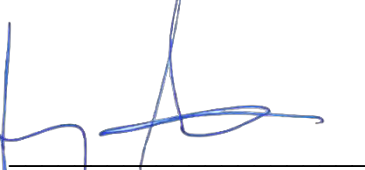
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues through various vendor responsibility lists and a keyword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

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage does not apply as the services are not covered under the Ordinance.

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
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- The Responsible Wages and Benefits does not apply as the services are not covered under the Ordinance.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 6, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, 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)(6)
7-6-23

RESOLUTION NO. R-622-23

RESOLUTION APPROVING AWARD OF A LEGACY CONTRACT FOR THE PURCHASE OF AN AIRPORT SURFACE MANAGEMENT SYSTEM FOR THE AVIATION DEPARTMENT, CONTRACT NO. L-10287 TO SAAB, INC. IN A TOTAL AMOUNT NOT TO EXCEED \$1,749,000.00 FOR A FIVE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

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

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

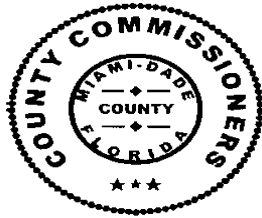
Section 1. This Board authorizes award of a legacy contract pursuant to section 2-8.1(b)(2) of the County Code to Saab, Inc. in a total amount not to exceed \$1,749,000.00 for a five-year term for Contract No. L-10287, in substantially the form attached hereto and made a part hereof, for the purchase of an airport surface management system for the Aviation Department.

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

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	absent
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of July, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. DMM

David M. Murray

Airport Surface Management System
Agreement No. L-10287

THIS AGREEMENT for the provision of an Airport Surface Management System, made and entered into as of this _____ day of _____ (Contract Effective Date) by and between Saab, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office at 85 Collamer Crossings Pkwy, East Syracuse, NY 13057-8800 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide an airport surface management system for the Miami International Airport, on a non-exclusive basis, that shall conform to the Appendix A - Scope of Services and all associated attachments, incorporated herein by reference, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated December 16, 2022 (the "Contractor's Proposal") which is incorporated herein by reference; and

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

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

ARTICLE 1. DEFINITIONS

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

- a) The word "Aerobahn" to mean the web-based decision support tool service utilizing the output from the Saab MLAT System which incorporates a Multistatic Dependent Surveillance (MDS) System and is not intended for the operational control of aircraft.
- b) The words "Aerobahn Software" or "Software" to mean the Saab, Inc. owned web based decision support application that is further described in the Aerobahn Statement of Work, and any updates, enhancements, customizations or new versions or releases of the same, and associated intellectual property rights.
- c) The words "Aerobahn System" to mean the Aerobahn Software and all data, data derivatives, and/or reports produced by the Aerobahn Software hosted by Saab, Inc. For purposes of clarity, the Aerobahn System does not include County Data or County Confidential Information.
- d) The word "Agreement" or "Contract" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and (vi) Contractor's Proposal.
- e) The word "Airport" or acronym "MIA" to mean Miami International Airport.
- f) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- g) The word "Board" shall mean the Board of County Commissioners of Miami-Dade County.
- h) The word "Code" shall mean the Code of Miami-Dade County, Florida.

- i) The words "Common Carrier/Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
- j) The words "Contract Effective Date" to mean the date on which this Agreement is effective as listed on the Recitals page.
- k) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- l) The word "Contractor" to mean Saab, Inc. (Saab) and its permitted successors.
- m) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- n) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
- o) The word "Days" to mean calendar days.
- p) The word "Data" to mean the position and identification information for Mode-S equipped aircraft and all related information when the transponder is switched on.
- q) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- r) The words "Department" or acronym "MDAD" shall mean the Miami-Dade Aviation Department. Wherein in this Contract document, rights are reserved to the County, MDAD may exercise such rights.
- s) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- t) The acronym "FAA" to mean the Federal Aviation Administration.
- u) The words "FAA ASDE-X System or Program" to mean the Multistatic Dependent Surveillance System or a surveillance sensor or tracking technology which provides position and identification information for aircraft. This data includes but is not limited to 1- second position updates for all transponder equipped aircraft on the airport surface, and in the airspace surrounding the airport. The sensors are located at various sites around the airport for coverage of Mode-S equipped aircraft when the aircraft transponder is switched "ON", taxiing on the surface.
- v) The words "FAA Memorandum of Understanding (MOU)" to mean the executed Agreement with the FAA and the Outside Interest (a person, group, office, airport authority or organization outside the United States Government) to receive access to filtered ASDE-X National Airspace System (NAS) surface movement and terminal approach track data.
- w) The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.
- x) The words "Joint Venture" to mean shall mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
- y) The word "License" to mean the non-exclusive, non-transferable (except as specifically set forth herein), limited license as indicated in Exhibit B for the duration of the Agreement term to use Aerobahn solely for MDAD (including affiliated companies, operating and marketing partners) business purposes.

- z) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- aa) The words "Multilateration (MLAT) Surveillance Tracking System" to mean the hardware owned by the FAA, MDAD or Saab, Inc. as applicable which feeds into the Aerobahn System.
- bb) The words "Other Emergency Services and Spare Parts" to mean any optional services and/or parts, as required and approved by MDAD, which are outside of the Scope of Services provided in Appendix A, Section 7.
- cc) The words "Produced in the United States" to mean shall mean with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
- dd) The words "Project Manager" or "County's Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- ee) The words "Saab MLAT System" or acronym "SMS" to mean the Saab proprietary Multistatic Distribution System (MDS) or surveillance sensor and tracking technology which provides position and identification information for aircraft. This data includes but is not limited to 1-second position updates for all transponder- equipped aircraft on the airport surface and in the airspace surrounding the airport based on the system's coverage area. The sensors are located at various sites around MIA for coverage of Mode-S equipped aircraft when the aircraft transponder is active and within the optimized range.
- ff) The words "Scope of Services" or "Statement of Work" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- gg) The word "Seat(s)" to mean the allotted number of concurrent users defined by location.
- hh) The words "Service Level" to mean and refers to the specific level of performance Contractor is required to comply with and adhere to in providing the Services in conformity with the requirements and which meet or exceed the quantitative and qualitative Service Levels, if any, set forth in a Statement of Work.
- ii) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- jj) The words "Third Party" to mean a person other than the parties such as airport tenants, stakeholders or airlines.
- kk) The words "Tracking System" to mean the hardware owned by MDAD which feeds into the Aerobahn service.
- ll) The word "Update" to mean (a) any engineering patch, modification or revision intended to correct deficiencies, defects, bugs and errors in the Software, including failures to conform to the documentation or the terms of this Agreement, or to bring the Software into compliance with applicable law and (b) or which is identified as a mandatory change to the Software. Once incorporated, such revisions shall constitute an update to the baseline. Updates do not necessarily include any new version that constitutes a separate product by virtue of different architecture or technical changes to the Software that add new features or functionality or for which Contractor imposes a separate charge to its customers.
- mm) The word "Upgrade" to mean any improvement to the functionality of the baseline, up to and including new functionality, the composition of which are at the sole option of the Contractor for which the Contractor does not impose a separate charge. Once incorporated, such improvements shall constitute an update to the baseline.
- nn) The word "User" to means each individual accessing Aerobahn on a display terminal.
- oo) The words "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract. This includes the services, functions, responsibilities, activities, tasks, work product and projects to be performed and developed by Contractor as set forth in this Agreement and any Statement of Work.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 60, 2) Appendix A – Scope of Services, 3) Appendix B – Price Schedule, 4) Appendix C - Surface Area Coverage, and 5) Appendix D - Service Level Agreement.

ARTICLE 3. RULES OF INTERPRETATION

- 3.1. References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- 3.2. Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- 3.3. The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- 3.4. The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- 3.5. The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- 3.6. The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Statement of Work and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All non-material things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required and the County shall provide the Contractor with all necessary escorts and/or badges to perform the Work and Services necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Statement of Work. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall commence on the Contract Effective Date and shall continue through the last day of the 60th month, thereafter. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board"). Prior to the County extending the Contract beyond the initial one hundred-eighty (180) calendar day extension period, the County and Contractor will work together to mutually agree to any updated pricing and incorporate the revised Appendix B - Price Schedule via Contract Amendment that will govern the new financial terms.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) To the County

- a) to the Project Manager:

Miami-Dade County
Aviation Department
Attention: Lonny Craven
Phone: (305) 876-7038
E-mail: lcraven@flymia.com

and

- b) to the Contract Manager:

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

(2) To the Contractor

Saab, Inc.
85 Collamer Crossings Pkwy
East Syracuse, NY 13057
Attention: Stephen Furcinito
Phone: 1-315-382-4494
E-mail: Stephen.furcinito@saabinc.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

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

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved **in advance**, in writing, by the County.

ARTICLE 8. PRICING

Except as allowed for in Article 60, prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof. The Contractor agrees that the prices, as detailed in the **Appendix B - Price Schedule**, include:

- A. Contractor's overhead and profit;
- B. all salaries, labor, overtime, insurance, benefits, living allowances, telephone cost (land/cell), computers, and printers;
- C. cost of logistics, shipping, tools, and any expense (excluding travel costs and travel-related expenses) associated with unplanned/emergency on-site visits by the Contractor or third party factory technicians to resolve issues;
- D. running test equipment;
- E. all software and systems support, and warranties
- F. all Subcontractor and vendor costs; and
- G. any other or additional cost associated with performing the Scope of Services.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

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

County or Trust.

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

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

Miami-Dade County Aviation Department
PO Box 526624
Miami, FL 33152-6624
Attention: Accounts Payable
OR
Email to: payables@miami-airport.com

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

ARTICLE 10. INDEMNIFICATION AND LIMIT OF LIABILITY

A. The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its offices, employees, agents or instrumentalities may incur as a result of third-party claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

B. Limit of Liability. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE CAUSE OF ACTION OR LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR OTHER TORT.

In the event that the Contractor fails to meet any of the requirements of this Contract, the County's exclusive remedy shall be to recover its actual direct damages up to but not exceeding the total price of this Contract, except for the following, in which the limit of liability WILL NOT apply:

- a) Any indemnification obligations of Contractor for third-party claims brought against the County by reasons attributable.
- b) Any breach by Contractor of its Confidentiality obligations.
- c) Any case of fraud, deliberate default, willful misconduct, gross negligence or unlawful acts by the Contractor.
- d) Any liabilities of Contractor that arise from a breach of its obligations to comply with laws.

ARTICLE 11. INSURANCE

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate

that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$5,000,000 per claim.

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

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

OR

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

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

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

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

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

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

ARTICLE 12. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of

all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13. CONTRACTOR'S PERSONNEL

- a) All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County.
- b) The Contractor shall provide competent, knowledgeable, fully trained staff to perform work on this Agreement.
- c) Contractor's on-site employees and subcontractors whose full salary is paid under this Agreement, are not permitted to work on projects outside the Services as outlined in this Agreement, shall be dedicated solely to the fulfillment of the Contractor's obligations under this Agreement, and shall not engage in any type of activity to entities other than MDAD and the customers of the Department during said working hours under this Agreement.
- d) Contractor will abide by all Federal, State and Local regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964 as amended, and the Americans with Disabilities Act.
- e) The Contractor acknowledges and agrees that the Contractor, its Subcontractors, and all personnel are subject to all Federal, State, and Local laws.
- f) All Contractor personnel shall pass all required courses to secure a valid MDAD ID badge.
 - a. **Identification Badges for Restricted Areas:** The Contractor shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the Airport as a part of their regularly assigned duties, and shall return the identification badges of all personnel transferred or terminated from the employee of the Contractor of Airport assignment and upon termination of this Agreement. The Contractor shall promptly report to the Department the names of all persons who were employed by the Contractor from whom they were unable

to obtain the return of Department issued identification badges. In the event that an identification badge is not returned because of a failure by the Contractor, the Contractor shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require the Contractor to conduct background investigations, criminal history checks and to furnish certain data on such employees before the issuance of such identification badges, to include the fingerprinting of employee applications for such badges.

- g) The Contractor's personnel shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenant, customers or other persons at MIA. The Contractor shall be responsible for ensuring that all articles found by its employees on MDAD's premises are turned over to MDAD or MDAD's designated agent in charge of such articles.
- h) A valid Florida Driver's License (Commercial Drive License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around MIA. Each of the Contractor's motor vehicles brought onto the County's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle. The Contractor shall maintain all required AOA access and insurance to date for all employees and vehicles.
- i) While working on airport property, all Contractor's personnel shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- j) The Contractor agrees to replace any of its personnel or subcontractors if so directed by the County, should the County make a determination, in its sole discretion that said individual is not performing in a manner consistent with the requirements of such a position or if whose continued employment on County property is not in the best interest of the County. Contractor shall replace such personnel with employees satisfactory to the County.
- k) If a Contractor's employee's license or certification that has been issued by the Contractor, or other licensing body, which is required in order to perform his or her duties under this Agreement, is revoked, suspended, the employee shall be subject to immediate removal, and another employee with the required license or certification shall be tendered for MDAD approval.
- l) The Contractor shall require that any employee performing Work for the Contractor under this Agreement who is arrested on-duty or off-duty shall within a reasonable amount of time, not to exceed three (3) Days, notify the Contractor, who will immediately notify the Project Manager.
- m) Except as may be required by law, the Contractor and its employees, agents, Subcontractors and suppliers shall not represent, directly or indirectly, that any product or Service provided by the Contractor or such other parties, has been approved or endorsed by the County.
- n) In the event the Contractor needs to substitute personnel, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 15. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 16. MUTUAL OBLIGATIONS

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

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 18. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 19. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 20. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 21. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the 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 Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 22. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 23. SEVERABILITY

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

ARTICLE 24. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 25) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 24(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractors attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole

- purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid quarterly based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 25. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying

the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Services upon the Effective Termination Date.

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

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

ARTICLE 28. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 29. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article, damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 30. PROPRIETARY INFORMATION

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

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

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

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

ARTICLE 31. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials,

data, documentation and copies thereof furnished by the County to the Contractor hereunder or non-proprietary material, data, documentation and copies furnished by the Contractor to the County and/or first derived or created by the Contractor and paid for by the County for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement's Statement of Work, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, except as stated above. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires over the Term of this Agreement, an irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation solely for this Agreement's Statement of Work for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, , to any Contractor-approved person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Contractor's License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 32. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) **Supplier/Vendor Registration**

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

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

The Contractor confirms its commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**
(Section 448.095, of the Florida State Statutes)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)
14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
16. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

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

ARTICLE 33. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

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

included in all change orders and all Contract renewals and extensions.

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

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

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

ARTICLE 34. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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

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

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

ARTICLE 35. NONDISCRIMINATION

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

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and

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

ARTICLE 36. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any product, Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 38. BANKRUPTCY

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

ARTICLE 39. GOVERNING LAW

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

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

Not applicable.

ARTICLE 41. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

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

ARTICLE 42. LIENS

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

ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM

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

ARTICLE 44. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records

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

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

ARTICLE 45. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

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

ARTICLE 46. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER or CONTRACTED CARRIER

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the common carrier or contracted carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section [908.111](#), Florida Statutes ("F.S."), "Prohibition against governmental entity contracts with common carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section [908.111](#), F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attestation by the Contractor shall be in the form attached to this Contract as **Exhibit A - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section [908.111](#), F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement

for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

ARTICLE 47. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS

Not used.

ARTICLE 48. PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE

Not used.

ARTICLE 49. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

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

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

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

ARTICLE 50. POURING RIGHTS

Not used.

ARTICLE 51. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 52. MIAMI-DADE COUNTY UNITED STATES SOCCER FEDERATION 2026 WORLD CUP

The terms of this Contract are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018 pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Contract, the Contractor shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Contractor's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to the Contractor, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Contractor shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Contractor shall

have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Contractor does not elect to terminate this Agreement within the time specified herein, this Contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

NOTE: The Agreement between Miami-Dade County and the U.S. Soccer Federation is available at: <http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min.pdf>

ARTICLE 53. FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

Compliance with Nondiscrimination Requirements:

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

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

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the Agreement until the contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided,

that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - ii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
 - viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
 - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- 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.
- 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 54. 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.

ARTICLE 55. GRANT OF LICENSE

Contractor will provide access to the Aerobahn System on a subscription basis for the number of users listed in Appendix B - Price Schedule. The use of the system and the applicable licenses shall be in accordance with Appendix A - Scope of Services.

ARTICLE 56. WARRANTY

The Contractor shall provide the County warranty throughout the term of the Agreement and any extension exercised by the County, as further described below:

a) Software:

The Contractor warrants that each version of the Software will perform substantially as described in the applicable product documentation for a minimum of one (1) year from the date the County is first licensed for that version. If it does not and the County notifies the Contractor within the warranty term, then, the Contractor will (1) provide technical support of the Software based on the warranty claim, or (2) make any necessary Updates or patches to the Software at no additional cost to the County.

b) Optional Services for Other Emergency Services and Spare Parts:

- i. The Contractor shall warrant this referenced work against faulty labor for a minimum of 365 calendar days, and these referenced parts, products, equipment and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, parts, products, materials and/or equipment by MDAD. This warranty requirement shall remain in force for the full period identified above; regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the Contractor does not constitute a waiver of these warranty provisions.

Warranty of such parts, products, materials and/or equipment supplied by the Contractor, but not proprietary of the Contractor, will have the standard warranty furnished by manufacturer identified on the name plate.

- ii. Correcting Defects Covered Under Warranty - The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within thirty (30) calendar days after MDAD notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the referenced defective work or items within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor may be debarred as a County Contractor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the MDAD within thirty (30) calendar days of receipt of the notice. If the Contractor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Contractor in default of its contract, and/or (b) procure the products or services from another vendor and charge the Contractor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.
- iii. Correcting Repeat Failures Covered Under Warranty - If any referenced warranty repair experiences a repeat failure within fifteen (15) calendar days following the repair due to faulty workmanship supplied by Contractor, it hereby understands and agrees that it will repair the failure and incur any and all costs associated with the repeat failure within two (2) business days after notification of the failure by MDAD.

ARTICLE 57. TRAINING

Training will be provided by the Contractor in accordance with Appendix A – Scope of Services Section 9. This training will provide participants with the knowledge and skills to carry out administrator functions of the system. The training will cover topics including, but not limited to, managing all user accounts, performing all routine administrative functions, architecture and service overview, hands-on use of system Aerobahn service, accessing Contractor Customer Support.

ARTICLE 58. GENERAL ALLOWANCE ACCOUNT

Pursuant to Section 2-8.1 of the Code, an allowance of ten percent (10%) of the project base estimate amount, not exceeding the total amount of \$159,000, has been established for the following:

- a) FAA Changes: To pay for any additional costs to reconfigure equipment, network and/or software in the event the FAA imposes any changes to FAA data policy as described in Appendix A.6.i., and
- b) Optional Services for Other Emergency Services and Spare Parts: To pay for the as-needed purchase of optional services for other emergency services and spare parts as described in Appendix A.11.

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

ARTICLE 59. TRUST AGREEMENT

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

The Amended and Restated Trust Agreement link:

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

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

ARTICLE 60. PRICE ADJUSTMENT FOR SPARE PARTS

Prior to the end of the initial 12-month period and for each subsequent year thereafter, the County may consider an adjustment to the spare parts prices stated in **Appendix B – Price Schedule** for the next one-year period based on the percentage change in the value of the most recent Consumer Price Index (CPI), as amended, for the below index. The County reserves the right to apply any reduction in pricing for the one-year periods(s) based on the downward movement of the applicable index.

CPI Series Id: CUURS35BSA0, CUUSS35BSA0

Series Title: All items in Miami-Fort Lauderdale-West Palm Beach, FL, All Urban Consumers, Not Seasonally Adjusted

Area: Miami-Fort Lauderdale-West Palm Beach, FL

Item: All items

The adjustment will be applied by calculating the percentage change (increase or decrease) between the index values effective on the first day of the twelve (12) month period and the most recent index available on the day of adjustment. Day of adjustment will be the last business day of the twelve (12) month period.

It is the Contractor's responsibility to request any pricing adjustment under this provision to the Strategic Procurement Department. For any adjustment to commence on the first day of next one-year period, the request for adjustment should be submitted no later than sixty (60) days prior to expiration of the then current one-year period. The Contractor's adjustment request shall not exceed 3% annually, nor can it be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor in accordance with these requirements, the County will assume that the Contractor has agreed to waive any pricing adjustment for the next one-year period.

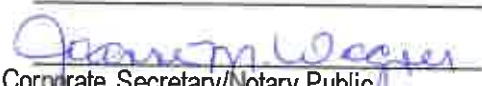
If a requested increase is approved, the County will issue written notification of the effective date of the price adjustment.

The County reserves the right to reject any price adjustments submitted by the Contractor.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor

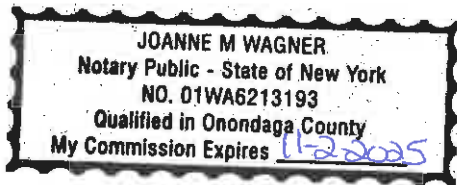
Miami-Dade County

By: 
Name: Stephen Furcinito
Title: Sr. Contracts Manager
Date: 6 April 2023
Attest: 
Corporate Secretary/Notary Public

By: _____
Name: Daniella Levine Cava
Title: Mayor
Date: _____
Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency



Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES**1. General Overview of Services**

The Contractor, Saab, Inc. (Saab), shall provide Aerobahn products and Service(s) to Miami-Dade Aviation Department (MDAD) at Miami International Airport (MIA), including ongoing maintenance, data storage, customer service and support as further described in the Scope of Services. The Aerobahn is a decision support tool and is not intended for the operational control of aircraft. The system will utilize the already installed Saab proprietary Multilateration (MLAT) surveillance system, as well as data from the Federal Aviation Administration ASDE-X System (FAA ASDE-X) surveillance sensor and tracking technology, which provide position and identification information for Mode-S equipped aircraft, when the aircraft transponder is active in the coverage area. Saab, Inc. and MIA will exchange information periodically throughout the contract term regarding the perceived usefulness of Saab, Inc.'s products, technologies, and the performance.

2. Design, Functional, and Operational Specifications of the System**2.1 Saab's Aerobahn Service (SMS) Product Summary**

The SMS is a real-time airport surface management tool which is comprised of Saab, Inc.'s proprietary Aerobahn Platform and associated TaxiView and OpsView products. The products utilize an independent airport-wide MLAT as the primary aircraft data feed at MIA, and will use, if needed, the existing FAA ASDE-X surveillance technology infrastructure installed by the FAA on the movement areas of MIA. The infrastructure uses standard aircraft transponders to derive the position of aircraft taxiing on the Airport surface. This position data is transmitted to the Aerobahn platform where it is transformed into information that provides insight into the airside operations, thus providing MDAD with data to improve the management of Airport operations. The tool(s) include but not limited to:

2.1.1 TaxiView

TaxiView provides Users with the real-time position of equipped aircraft taxiing on the Airport surface. TaxiView's real-time situational display has the ability to search the display for specific attributes such as flight numbers and destinations. Users will be able to see priority aircrafts which have pushed out of the gate, but are not yet off the ground, enabling stakeholders to make more informed decisions regarding the use of limited Airport resources. TaxiView facilitates awareness of the current state of the airside operation, affording the currently disparate ramp tower operations the opportunity to more efficiently manage the flow of aircraft into and out of the non-movement area.

It also enables Users to replay events immediately after they have transpired. The playback feature includes the capability to adjust the speed of a playback from real-time (1x) to ten times the original speed (10x) and to select the aircraft to visually highlight. This mechanism integrates seamlessly with OpsView tabular flight reports such as the Taxi Time Report. Flight event times may be selected from within OpsView for playback within TaxiView. Below is summary of included functionality:

- a. Real-Time Display of Aircraft on an Airport map
- b. Configurable Data block
- c. Configurable Workspace
- d. Dynamic Alerting Rules
- e. Manual placement of persisted targets
- f. Tools
 - i. Dynamic Queue Monitor Dynamic
 - ii. Queue Monitor Graph Active
 - iii. Flights
 - iv. Daily Operations
 - v. Airline Operations

- vi. Current Status
- vii. Runway Operations
- viii. Selection Details
- ix. Watch List Viewer
- x. Watch List Graph

2.1.2 OpsView

OpsView provides Users with real-time data query and reporting capabilities, all from a web-based portal. Users have the capability to create textual and graphical reports from a database which contains at least 48 months of data, and have the flexibility to create, save, execute, and download comprehensive reports about the surface operation and utilization of limited Airport resources. Users can obtain comprehensive statistics about gate occupancy, number of holdouts by fleet type, time of day, and concourse, average amount of time an inbound aircraft waits for a gate, taxiway occupancy, and runway occupancy. Users define the sorting criteria for each report, which facilitates productive discussions about today's operation, enabling the positive or negative justification of future investments that may be required to continuously improve the passenger experience at MIA.

In addition to the ability to generate reports "on demand", OpsView maintains a powerful scheduling capability that allows Users to schedule the automatic generation of daily, weekly monthly, quarterly, and yearly operational reports. The User who scheduled an OpsView report has the ability to configure the system to automatically notify interested parties via email when the report has been created and is available for review or download.

OpsView also allows Users to identify a list of recipients to receive each specific report, thereby reducing the workload of critical labor resources. Upon completion of a specified report, Aerobahn automatically generates and sends an e-mail to the configured recipients alerting them that the report is ready to be viewed in OpsView. At a minimum, below is a list of standard reports provided by SMS:

- a. Taxi Times:
 - i. From Runway to the Ramp.
 - ii. From ramp to the Gate.
 - iii. From Runway to the Gate.
 - iv. From gate to the Taxiway.
 - v. From the Taxiway to the Departure; and
 - vi. From the Gate to the Departure.
- b. Gate Occupancy times.
- c. Measurement of gate occupancy times will be dependent on the use of an operational transponder during the arrival and pushback.
- d. Airport Operations Data:
 - i. Number of arrivals.
 - ii. Number of departures.
 - iii. Arrival rates; and
 - iv. Departure Rates.
 - v. Aircraft type.
 - vi. Number of seats.
 - vii. Aircraft departure taxi times.
 - viii. By Airline.
 - ix. By flight number.
 - x. By destination; and
 - xi. By origin; and

- xii. By location where the departure delay occurred (ramp, taxiway, etc.)
- xiii. By aircraft arrival times.
- xiv. By airline.
- xv. By Flight number.
- xvi. By originating airport; and
- xvii. By location where the hold-out occurred (ramp, taxiway, etc.).

e. Formats for the reports:

- i. Pivot Tables.
- ii. Charts
- iii. Graphs
- iv. Reports
- v. Route History
- vi. Links to Playback in TaxiView
- vii. Export data in Comma Separated Values (CSV) Formats

3. **Service Description**

- 3.1. Aerobahn uses real-time data from the existing forty-one (41) independent MLAT Sensors which were installed by Saab for MDAD and Saab, Inc. Airport Automation tools (subcomponents of Aerobahn that together make the full Aerobahn product), which are based on its Aerobahn platform.
- 3.2. The MLAT system utilizes forty-one (41) surveillance sensors and tracking technology which provides position and identification information/data for aircraft. This data includes, but is not limited to the following:
 - a. The 1-second position updates for all transponder-equipped aircraft in the movement area of the Airport surface, and in the airspace surrounding the Airport.
 - b. The sensors are located at various sites around MIA for coverage of Mode-S equipped aircraft when the aircraft transponder is active and within the coverage area.
 - c. The data will be transmitted to Saab, Inc. servers for storage and subsequent retrieval by customer.

4. **Surveillance Data and Coverage**

- 4.1. Surveillance Capabilities: The Saab proprietary MLAT system installed for MDAD will provide the surveillance source of aircraft positional information, when the Mode S transponder is active, in all weather conditions.
- 4.2. Surveillance Area Coverage: Surveillance data is provided by the installed MLAT system at site. MDAD owns the MLAT system, however Saab maintains the MLAT system as part of the Scope of Services.

5. **Saab, Inc.'s Responsibilities**

Saab, Inc.'s responsibilities include the below. Saab, Inc. will provide standard Aerobahn Service 11.0.0 or greater as follows:

- a. Provide twenty (20) simultaneous log-in seats for MDAD and ensure the concurrent Users have access from any alternate locations.
- b. Be responsible to respond timely to technical and related Service inquiries to ensure no disruption of service per Appendix D, Service Level Agreement.
- c. The Service will be hosted from a secure data storage center in the United States.
- d. Saab, Inc. has previously integrated MIA Flight Information Display System(FIDS)data into Aerobahn service.
- e. Saab, Inc. will display MIA FIDS (if previously integrated) and ASDI data in Aerobahn pursuant to FAA MOU limitations:
 - i. as options in the aircraft data block in TaxiView; and
 - ii. as fields in OpsView Reports

- iii. as aircraft image at FIDS assigned gate positions (gate snap functionality).
- f. Provide future configuration of the MIA FIDS Interface (if needed).
- g. Provide support of the ETA Data Feed.
- h. Provide Landing Fee Revenue Management.
- i. Provide Operational System Alerts.
- j. Provide Customer Service and support as detailed in Section 7.l herein.
- k. Provide secure access to Aerobahn Service to MDAD Users as needed through Hypertext Transfer Protocol Secure (https).
- l. Provide functionality as detailed in this Agreement.
- m. Attend telephone conferences with MDAD as needed to discuss any Services concern(s) and resolution.
- n. Provide Aerobahn User manual in electronic copy (pdf).
- o. Conduct the first kickoff meeting within 30 calendar days after the contract award and meetings throughout the contract term, via MS Teams or similar to review future application development of Aerobahn. MDAD will access the meeting via MS Teams.
- p. Provide onsite Aerobahn basic training for MDAD User's as detailed in Section 9.1.a herein.
- q. Provide annual Aerobahn refresher training for MDAD User's via MS Teams as detailed in Section 9.1.b herein.

6. MDAD's Responsibilities

- a. Host interface data to Saab, Inc. in Syracuse, New York.
- b. Provide all communication circuits and connections necessary from MIA to provide surveillance data and host interface data to Saab, Inc. in Syracuse, New York.
- c. Provide all hardware, including end-user displays, configured in accordance with the Aerobahn client specifications.
- d. MIA FIDS host data provided to Saab, Inc.
- e. Provide necessary escorts and permissions to access secure work areas as required.
- f. MDAD License Users will not stream the Aerobahn and display outside of the immediate work area.
- g. MDAD will provide written notification of any anticipated additional Users at least fifteen (15) business days prior to the required access date to ensure that the appropriate level of access is provided, and the Users are integrated into the Service Communication Plan (see Section 7.d herein).
- h. Be responsible for all costs associated with rectifying a degradation of Aerobahn Service that occurs as a result of a change in physical configuration of the airport (such as a new terminal or runway). This could require the relocation of new MLAT sensors or the installation of additional MLAT sensors in order to have full coverage of all movement, non-movement and terminal airspace areas. All additional services require prior approval from MDAD, will be negotiated by the County and the Contractor, and will be incorporated into this Agreement via a Supplemental Agreement.
- i. Reimburse Saab, Inc. for any additional costs to reconfigure equipment, network and/or software in the event the FAA imposes any changes to FAA data policy. This section is strictly when Aerobahn utilizes the ASDE-X surveillance data feed through the FAA's System Wide Information Management (SWIM) data services. Such additional costs require prior approval from MDAD. Refer to Article 58 of the Agreement.
- j. Authorize, upon request, consent for Saab, Inc. to enter into separate and independent agreements with other Third Parties to augment the existing Aerobahn Service with additional data sources.

7. Aerobahn Service Description

Saab, Inc. will provide the following Services to MDAD to enable operation of Aerobahn product:

a. System/Service Access

Saab, Inc. will provide access to the system for twenty (20) concurrent seats for MIA. The access will be via a secure login using Microsoft Windows based personal computers. Saab, Inc. will not be responsible for providing personal computers to the users.

b. User Profile Management

The system will store preferences based on profile settings for users and will allow users to login at a later time or on a different workstation and fully access all previously set user settings. The system will allow the users to create a profile or workspace that will remain specific to each user and will be automatically displayed when that user logs in regardless of the machine. Saab, Inc. will manage these profiles in collaboration with MDAD.

c. Data Services**i. Data Service Facility**

Saab, Inc. will host the MLAT computer servers /hardware that is physically located in the secured computer room located in MIA Terminal Building.

ii. Authentication and Access

Saab, Inc. will implement industry standard Information Technology (IT) practices for computer and network security, including the use of firewalls, Intrusion Detection Systems (IDS), and both automatic and manual auditing. All network connectivity for the system will be protected and monitored. Security-in-depth will be addressed at many layers of the system architecture including the physical hardware layer, the network and communications layer, and the application layer. Only authorized personnel have access to the system via a password-controlled login. Each MDAD administrator will be able to manage their group's applications and content through the system.

iii. Filtering

The system will filter the information available to each user based on system defined permissions. The system will ensure that only authorized users can access data via web service, reports, and queries. Access to proprietary, competitive data elements will be restricted to ensure that only the owner of a data element will be able to determine who might see the element.

iv. Firewalls and Intrusion Detection

The following summarizes the key intrusion protection and detection capabilities of the Aerobahn Amazon Web Services (AWS) architecture:

- All Internet traffic is protected by redundant Palo Alto firewalls with intrusion prevention, WildFire™ malware detection, and Uniform Resource Locator (URL) filtering
- All public facing servers or services (e.g. web servers) are isolated in a separate AWS demilitarized zone (DMZ) Virtual Private Cloud (VPC) (layer 3 isolation). All traffic from the DMZ to internal resources is filtered through the Palo Alto firewalls in a hub and spoke design. Further controls are implemented using AWS security groups and network access control lists (NACLs) to ensure only specific, required ports and protocols are allowed between public facing servers and internal resources

v. Physical Security

All physical security is handled by AWS. Refer to <https://aws.amazon.com/compliance/data-center/data-centers/>

d. Aerobahn Communications Plan

Prior to commencing Service, a communications plan will be developed in cooperation with MDAD and updated as required over the life of the Service. The Plan will include known constraints and procedures to be followed in the event of an activity that has the potential to adversely impact Aerobahn MDAD Service availability. The Plan will include an outage or system degradation notification process, points of contact for outage or degradation reporting, escalation reporting, definition of maintenance levels and which organization is responsible for which level, and guidelines for routine and emergency maintenance. A copy of the Plan shall be provided to MDAD within 30 calendar days of the Contract Effective Date.

e. Data Storage

All system data will be stored in a secure central database at a data service provider. All system data for MIA will be stored in a secure, professionally managed, central database located off-site at the Contractor data center. The system will retain data online for reports and playback for a two (2) year rolling time period. Data will be retained offline for a maximum of five (5) years and will be available by request to Saab, Inc.'s Customer Service at no charge, in Contractor defined format and media.

f. Software Updates

Saab, Inc. will notify MDAD of planned software changes in advance of any deployment. Updates, which are defined as (a) any engineering patch, modification or revision intended to correct deficiencies, defects, bugs, and errors in the software, including failures to conform to the documentation or the terms of this Agreement, or to bring the Software into compliance with applicable law and (b) or which is identified as a mandatory change to the Software, will be scheduled for installation during non-peak hours (12:00 a.m. to 05:00 a.m.). Updates that are essential for the functioning of the Aerobahn system can be carried out during regular hours following appropriate notifications to MDAD. The Contractor will avoid updates during regular hours. All deployment activities will be communicated and coordinated by the Saab, Inc. Program Manager with the appropriate MDAD personnel.

g. Software Upgrades

Saab, Inc. may perform periodic software upgrades at the sole option of Saab, Inc. MDAD will be apprised of upgrades well in advance of deployment. Upgrades, which are defined as any improvement to the functionality of the baseline software package, up to and including new functionality, the composition of which are at the sole option of Saab, Inc. for which Saab, Inc. does not impose a separate charge, will be scheduled for installation during non-peak hours. All deployment activities will be communicated and coordinated by the Saab, Inc. Program Manager with the appropriate MDAD personnel.

h. System Availability and Reliability

The system will be designed with a high level of redundancy and fail-over protection to provide high system availability and reliability.

- i. **Availability:**
Saab, Inc. will provide a service level of at least 99% or better as further described in Appendix D, Service Level Agreement. Availability is calculated on a monthly basis, with the exception of the elapsed time of previously agreed to scheduled maintenance activities taking place between the non-peak hours of 12:00 AM to 5:00 AM local time. The Parties recognize that the Aerobahn service contains information provided by the FAA's ASDE-X data feed. Saab, Inc. is not responsible for the quality, content, and/or availability of the data received from the FAA. It is wholly the responsibility of the FAA to maintain the ASDE-X System and the components thereof.
- ii. **Disaster Recovery and Backup**
Saab, Inc. will regularly perform both system and database level backups to protect data against loss and for faster recovery in the event of system outage or data corruption.
- iii. **Backup Power**
Saab, Inc. will regularly perform both system and database level backups to protect data against loss and for faster recovery in the event of system outage or data corruption.
- iv. **MLAT Failure**
MDAD will have the ability to switch to FAA SWIM in the event the MLAT array of sensors are inoperative and/or the system is degraded.

i. **Routine Maintenance**

Saab, Inc. will carry out all routine changes related to maintenance of the Aerobahn system (hardware and software) and they will be coordinated with the appropriate MDAD personnel. Updates and maintenance that are not critical will be carried out only during off hours and in the MDAD approved maintenance windows.

Saab, Inc. will submit to MDAD a detailed Maintenance Plan for all hardware and software comprising the SMS.

Saab, Inc. will conduct yearly two (2) site visits to conduct preventive maintenance on all hardware to include all MLAT sensors at MIA.

The FAA may conduct routine maintenance on the ASDE-X system that impacts Aerobahn service. These activities are not controlled by Saab, Inc. Information shared with Saab, Inc. regarding FAA maintenance activities will be forwarded to MDAD as it is received.

j. **Parts Replacement**

Saab, Inc. at their sole expense and at no additional cost to MDAD, will keep the necessary replacement spare parts inventory to provide the agreed upon uptime and service levels. MLAT spare parts, critical servers and any other network component that is vital for the uptime requirement will be staged at the airport for quick replacement to minimize impact to the service.

k. **Emergency Maintenance**

From time to time, MDAD will require emergency maintenance to be done urgently to restore a critical system failure which can be carried out during regular hours following appropriate notification to MDAD.

The FAA may conduct emergency maintenance on the ASDE-X system that impacts Aerobahn service. These activities are not controlled by Saab, Inc. Information shared with Saab, Inc. regarding these activities will be forwarded to MDAD as it is received.

l. **Customer Service and Support**

Saab, Inc. will provide on-going system maintenance and support for the Aerobahn system and previously installed MLAT system in accordance with the maintenance philosophy and contract duration. Saab, Inc. will keep necessary spare parts inventory to provide the agreed upon uptime and service levels. Spare sensors, critical servers and any other network component that is vital for the uptime requirement will be staged at the airport for quick replacement to minimize impact to the service. This includes maintenance support for more complex issues that go beyond the basic maintenance training, system monitoring, provision, and delivery of replacement hardware for failed components, and Saab customer support. Saab maintains a 24 hour a day/7 days per week (24/7) customer service organization that can assist in the event problems occur with the MLAT system or any integration into the Aerobahn software application.

All Service Users have immediate access to assistance from Saab, Inc. on a 24 hours per day, 365 days per year. Saab, Inc.'s Customer Service provides a single point of contact for Users to:

- i. Report a service outage;
- ii. Report a service degradation;
- iii. Inquire about system functions and features, or
- iv. Suggest new system features.

Saab, Inc.'s Customer Service is available 24x7 via toll-free telephone support or email (below). Telephone contacts are answered upon receipt and e-mail contacts are acknowledged within one (1) business day.

Toll-free Telephone Number: 1-877-973-6747

Customer Service Email: customerservice@saabinc.com

m. **Fly Information Display System (FIDS) Interface to Aviation Information Data Exchange (AIDX) global XML messaging standard (AIDX)**

Aerobahn will accept gate assignments and flight schedule information from the MIA FIDS system; this gate information will be viewable in both the TaxiView data block and in OpsView report.

8. Program Management

8.1. Project Meetings

From time to time, Saab, Inc. will hold periodic project status meetings (i.e. phone conferences) with MDAD as necessary and as requested by MDAD.

8.2. Service Availability

Item	Description	Approximate Date of Delivery
1.	Aerobahn service launched	No later than 20 calendar days after surveillance data and host data is available at Saab, Inc.

9. Aerobahn User Training

9.1. Training

a. Basic Training

Prior to the Contract Effective Date, Saab, Inc. will provide up to four (4) onsite sessions of the basic training course for initial users. This training covers an overview of the service and provides hands on use of the TaxiView and OpsView features. These four (4) sessions will be offered over two (2) consecutive days. Course enrollment is limited to a maximum of eight (8) students per session. Saab, Inc. will provide the trainer(s), workstations, and handouts. MDAD will provide the training room.

b. Refresher Training

Saab, Inc. will prepare and deliver a 2-hour annual refresher training session that is conducted via MS Teams or similar. Saab, Inc. will provide the trainer. MDAD will access the training session via MS Teams.

10. Future Application Development

This contract will allow future development/integration of all Aerobahn based services offered by Saab, Inc. including but not limited to: Global Flight Manager, Arrival Flight Manager, SAFE system, a Safety Management System, Event Manager, Shared Shift Log, Part 139 Inspection Tool, or any additional development/integration as agreed upon by MDAD and Saab, Inc. This development/integration work will be on as per quoted basis and incorporated into this Agreement via a Supplemental Agreement.

11. Purchase of Optional Services for Other Emergency Services and Spare Parts

Optional services for other emergency services and spare parts for which the Contractor is the proprietary provider or authorized distributor may be purchased during the term of the Contract which can include, but are not limited to the purchase of new additional MLAT Antennas, relocation of existing MLAT Antennas, or repair services to existing MLAT Antennas required as a result of damage not covered under Appendix A, Section 7, Aerobahn Service Description, herein.

In the event MDAD wishes to purchase such additional optional services and/or spare parts, a representative from MDAD will contact the Contractor to obtain a price proposal for the optional services and/or spare parts, the price provided by the Contractor shall be in accordance with Appendix B – Price Schedule, Section C, Optional Services for Other Emergency Services and Spare Parts. The Contractor shall not be compensated for efforts expended in preparing and submitting the proposal and subsequent price quotes. If Contractor cannot perform such optional services and/or provide spare parts, it shall notify the County.

In the event MDAD opts to proceed with the aforementioned price proposal, MDAD will issue a separate Purchase Order under this Contract for such services and/or spare parts.

Except as allowed for in Article 60, rates provided in Appendix B – Price Schedule, Section C, Optional Services for Other Emergency Services and Spare Parts shall be firm and fixed for the term of the contract, including any extension periods.

During the term of the contract, the County reserves the right to add spare parts to Appendix B – Price Schedule, Section C.2.

APPENDIX B – PRICE SCHEDULE**A. Monthly Recurring Service Fees**

Item	Service Location or Product	Monthly Service Fee
1	MDAD Aerobahn Service (20 Simultaneous User Licenses)	\$20,000
2	Support, maintenance and repairs for the MLAT Surveillance	\$5,000
3	ETA Data Feed	\$1,500

B. Additional License Price

During the term of the contract, should MDAD wish to purchase additional licenses, they will be billed at the month per seat rate below.

Description	Month Per Seat
Additional Simultaneous User License	\$900

C. Optional Services for Other Emergency Services and Spare Parts**1. Optional Services for Other Emergency Services**

Compensation for other emergency services that have not been provided in Appendix A, Section 7, shall be at the hourly rates below. Contractor shall use the below hourly rates to calculate the not-to-exceed price proposal required for Other Emergency Services in accordance with Appendix A, Section 11., Purchase of Optional Services for Other Emergency Services and Spare Parts.

Classification	Not To Exceed Rate Per Hour
Technical Support	\$143.13
Senior Technical Support	\$189.44
Lead Technical Support	\$237.55
Software Engineer	\$171.44
Senior Software Engineer	\$231.42
Senior Staff Software Engineer	\$288.76
Finance Support	\$183.87
Contracts Support	\$194.22
Senior Program Manager	\$280.56
Principal Program Manager	\$400.27

Note:

The not to exceed hourly rates above consist of full compensation **excluding** travel costs and travel related expenses (out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees) in accordance with the Miami-Dade County administrative Order No. 6-1 and applicable Florida Statutes. Such travel costs and travel-related expenses incurred by the Contractor shall be reimbursed upon prior written authorization from the County, as part of specific Work. Payments to the Contractor shall be reimbursed without any mark-up of the expenses and must be approved by the County. Disputed items will be presented to the Contractor in accordance with the Florida Prompt Payment Act. The County

reserves the right to have the Contractor produce documentary support that said reimbursement is applicable to specific Work.

2. Spare Parts

Compensation for spare parts that have not been provided in Appendix A, Section 7 shall be at the unit prices below. Contractor shall use the below unit prices to calculate the not-to-exceed price proposal required for spare parts in accordance with Appendix A, Section 11, Purchase of Optional Services for Other Emergency Services and Spare Parts.

Description	Unit Price
RU7 ASSEMBLY, RO, OUTDOOR	\$23,000.00
POWER SUPPLY, 240W, 48V, DIN RAIL	\$179.68
KIT, ANTENNA, 620, OMNI-DIRECTION	\$4,400.00
ANTENNA, GPS, 3" ROUND, TNC, 41DB	\$351.93
BATTERY, 3V LITHIUM, CR2032	\$18.14
KVM SWITCH, 8-PORT, 19" LCD, DUAL-RAIL	\$1,950.35
RADIO, PTP EXT RANGE AND CAPACITY	\$1,973.61
ENET SWITCH, 5-PORT (4 PoE / 1-10/1	\$378.67
ENET SWITCH, 4XPoE 10/100Tx, 12-36V	\$467.36
CHARGE CONTROLLER, SOLAR, 12V, 15A	\$353.69
REMOTE MONITOR, ENET, VOLTAGE / CUR	\$343.48
OBSTRUCTION LIGHT, DUAL COMPACT, LE	\$439.20
GREENFIELD SITE – SOLAR EQUIPMENT	\$ 6,351.73
GREENFIELD SITE – INFRASTRUCTURE/INSTALLATION MATERIAL	\$ 32,728.20
SURGE ARRESTOR, TYPE N, F-M, 90V	\$128.10
SURGE ARRESTOR, TYPE N, F-F, 90V	\$83.05
SURGE SUPPRESSOR, GIGABIT ETHERNET	\$68.98
SURGE ARRESTOR, TNC F-F, 90V	\$76.23
SURGE ARRESTOR, TNC M-F, 90V	\$101.07
SURGE PROTECTOR, DIN RAIL, 275VAC M	\$216.41
SURGE ARRESTOR, NEMA 3R, 10/100/100	\$261.68

Note:

Contractor shall provide a minimum ten percent (10%) discount from Contractor's commercial list price for all spare parts or components purchased pursuant to this Agreement for individual purchase orders equal to or greater than \$50,000.

APPENDIX C – SURFACE AREA COVERAGE

The system coverage map provided below details the actual Surface Area Coverage of all movement, non-movement, and terminal airspace areas:



APPENDIX D – SERVICE LEVEL AGREEMENT**1. Service Level Agreement (SLA)****1.1. Overall System Uptime**

The Overall System Uptime will be calculated as below. As calculated each month, if the Overall System Uptime is less than 99.0% as calculated using the SLA Formula Contractor, will owe County a service level credit ("SLA Credit"). The parties agree that any SLA Credit is a reasonable estimate of a diminished value of the system and services provided to County, that determining actual damages after a failure to meet the Overall System Uptime, would be difficult to ascertain, and that the SLA Credit is not a penalty.

1.2. Exclusions

System maintenance that is mutually agreeable to the parties is exempt from the SLA Formula.

1.3. SLA Formula

(All uptime will be a percentage of availability of each item for the preceding month) For the purpose of calculating total availability, the following formula will be used:

$$\text{Total System Availability} = \text{OSU} / (\text{TOH} - \text{M} - \text{PO})$$

Availability is calculated on a monthly basis, with the exception of the elapsed time of previously agreed to scheduled maintenance activities.

- OSU is the Overall System Uptime measured in minutes.
- TOH is Total Operational Time as defined by the service period and measured in minutes.
- M is the time in minutes of any maintenance action that results in an interruption to overall system uptime. These maintenance actions may be due to either corrective maintenance to replace a failed part, or for a normal scheduled maintenance action.
- PO is the amount of time associated with a Power Outage, including any associated maintenance to repair related problems.

Service outages and or degradations resulting from a loss of MOAD provided electrical connections or power, or due to the lack of critical power (preferred) or essential power with uninterruptable power supply (UPS) back-up for the Central Processing System (CPS) equipment, will be considered as part of the Power Outage calculation for those power outages that result in an interruption to overall system uptime.

1.4. Service Credits

If OSU < 99.0% and >= 93.0% then the SLA Credit is 5% of the monthly pro rata portion of the quarterly service fee.

If OSU < 93.0% and >= 87.0% then the SLA Credit is 25% of the monthly pro rata portion of the quarterly service fee.

If OSU < 87.0% and >= 81.0% then the SLA Credit is 50% of the monthly pro rata portion of the quarterly service fee.

If OSU < 81.0% and >= 75.0% then the SLA Credit is 75% of the monthly pro rata portion of the quarterly service fee.

If OSU < 75.0% then the SLA Credit is 100% of the monthly pro rata portion of the quarterly service fee.

1.5. MLAT Surveillance System Support

The following outlines the scope of surveillance Tracking System Logistic Support and Maintenance Services. The following table summarizes the service elements which are applicable to the surveillance Tracking System.

Figure I - Tracking system Service Elements

ELEMENT	DESCRIPTION
Service Level Agreement	Saab Inc.'s logistics support services will enable a greater than 99% uptime availability.
24x7 Customer Service	Around the clock access to Saab, Inc. by Authorized MDAD Users.
Remote Monitoring	Saab, Inc. will have the ability to remedy the Aerobahn Surveillance System for diagnosis and maintenance,
Technical Support	Saab, Inc. will provide remote technical support to MDAD site technicians to assist in resolution of system issues.
Hardware Repair/Replace	Saab, Inc. will provide hardware repair or replacement services for equipment returned.
On-Site Support	As required, Saab, Inc. will travel to MIA to maintain or repair the Surveillance System.
Communication Circuits	Maintain current agreements with communication circuit Contractors for circuits between MDAD and Saab, Inc.



Exhibit A
COMMON CARRIER OR CONTRACTED CARRIER
ATTESTATION FORM

The Common Carrier or Contracted Carrier Attestation Form (Form) is required by Section 908.111, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of a Common Carrier or Contracted Carrier (both referenced as "Carrier") and submitted to the Governmental Entity with which a Contract is being executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in Section 908.111, F.S. The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County.

Name of Common Carrier or contracted carrier is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date: