

## **MEMORANDUM**

Agenda Item No. 8(P)(1)

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

**DATE:** September 3, 2025

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution authorizing waiver of competitive bidding procedures pursuant to section 5.03(d) of the Home Rule Charter and section 2-8.1(b) of the County Code by a two-thirds vote of the Board members present and award a non-competitive contract, Contract No. Bw-10486, with Gateway Ticketing Systems, Inc. for Gateway Ticketing System Maintenance, Support and Payment Gateway Services in the amount of \$900,000.00 for an initial five-year term and one, two-year option to renew for the Parks, Recreation and Open Spaces Department; and authorizing the County Mayor to exercise all provisions of the contract, including any cancellation, renewal, or extensions, pursuant to section 2-8.1(b) of the Code and Implementing Order 3- 38

Resolution No. R-869-25

The accompanying resolution was prepared by the Strategic Procurement Department and placed on the agenda at the request of Prime Sponsor Vice Chairman Kionne L. McGhee.

  
\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney

GBK/ks

MDC001

**Date:** September 3, 2025

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

**From:** Daniella Levine Cava   
Mayor

**Subject:** Recommendation to Waive Competitive Bidding Procedures and Award a Non-Competitive Contract for Gateway Ticketing System Maintenance, Support and Payment Gateway Services

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### **Summary**

This item is for the purchase of a consolidated system solution for Gateway Ticketing System maintenance, support, and payment services for Parks, Recreation and Open Spaces Department (PROS). This solution integrates two previously separated systems: one component will continue to provide hardware, software, maintenance and support for PROS' existing point-of-sale system (POS) ticketing system, Galaxy, utilized by Zoo Miami; the second component will provide payment gateway services to process electronic transactions associated with ticket sales.

The proposed contract will ensure the continued maintenance and support of the County's existing POS system, while integrating payment gateway services into a single agreement. Currently, the Strategic Procurement Department (SPD) manages the contract for ticketing system maintenance and support, whereas payment gateway services have been contracted separately by PROS. During the analysis and development of the replacement contract scope, SPD collaborated with PROS to streamline services and identify operational efficiencies, ultimately recommending consolidation under one contract. This approach will reduce costs and enhance efficiency by eliminating the need for multiple payment providers. Although alternative payment processors were considered, they are incompatible with the County's system and would likely result in higher fees. The consolidated solution adopts a simplified pricing model: charging only a flat fee per transaction, as opposed to the industry-standard combination of flat fees and percentage-based convenience fees. For example, for Zoo Miami, transitioning to a flat-fee-only structure is projected to yield approximately \$248,000 in savings per year. Overall, this integrated approach ensures cost-effectiveness, reliability, and continuity of services for the County.

### **Recommendation**

It is recommended that the Board of County Commissioners (Board) waive competitive bidding procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b)(1) of the Miami-Dade County Code (Code), by a two-thirds vote of the Board members present, and award a non-competitive contract, *Contract No. BW-10486, Gateway Ticketing System Maintenance, Support and Payment Gateway Services*, to Gateway Ticketing Systems, Inc. (Gateway) in the amount of \$900,000 for an initial five-year term and one, two-year option to renew (OTR). This contract will replace *Contract No. BW-10066*, approved under delegated authority on July 7, 2020, in the amount of \$250,000 and the payment gateway services that have been contracted directly by PROS and paid via direct billing.

### **Background**

The contract provides hardware, software, maintenance and support for the County's existing POS system, Galaxy. Approval of a bid waiver in lieu of a competitive process is requested due to Gateway Ticketing being the sole source provider of the County's existing POS system, Galaxy. As such, no other vendor can provide licensing for any of its applications, including software and applications related to the continued maintenance and technical support. The County has made significant investments in the system, including hardware, customizations, modules, and peripheral components such as credit card terminals, turnstile podiums, scanners, and ticket printers. The system was originally procured in January 2005 under *Contract No. 1924, Point of Sale Software Gateway Ticketing System*. Since its implementation, the POS system has performed reliably and efficiently, with Gateway continuously

upgrading the system to meet evolving needs of the County. Additionally, certain specialized ticketing components are only compatible with hardware purchased and configured directly by Gateway, ensuring seamless integration and optimal system performance.

While the existing contract covers ticketing, maintenance, and support services, it excludes credit card payment processing, which PROS has separately procured through vendors like Authorize.net and Convergence. Under the proposed replacement contract, County's current POS system vendor will partner with FreedomPay to provide fully integrated payment processing that is compatible with the County's existing processor, Elavon, ensuring seamless service continuity. This integrated solution will streamline both in-park and online transactions, enhance customer service, boost revenue, improve fraud controls, reduce costs, and expand marketing opportunities.

Accordingly, it is in the County's best interest to award this bid waiver contract pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b)(1) of the Miami-Dade County Code to purchase Gateway Ticketing System Maintenance, Support and Payment Gateway Services. The feasibility for competition will be continually monitored to ensure the need for future waivers of competitive bidding is reduced or eliminated as soon as practicable

#### **Scope**

The scope of this item is countywide in nature.

#### **Fiscal Impact/Funding Source**

The fiscal impact for the initial five-year term is \$603,987, which includes five percent contingency to accommodate any additional hardware and services allowed under the scope of the contract, that may be required by the County. Of the initial five-year allocation, \$247,333 is designated for core ticketing, maintenance and support services, consistent with the scope of the current contract. The remaining balance covers added consolidated services such as hosting, hardware, gateway services and connect fees. The current contract, *Contract No. BW-10066*, is valued at \$250,000 for a five-year term and expires on January 31, 2026. When comparing the annualized allocation for core services under the replacement contract to that of the current agreement, maintenance costs reflect an approximate increase of 23.8%. This increase is primarily driven by the expanded inventory of hardware and software licenses required to support an increased number of point-of-sale locations across Zoo Miami, including admissions, group sales, rental operations, transportation rides, and animal encounters. The growth in infrastructure includes additional podiums, monitors, point-of-sale, order entry, and resource management licenses added over the past five years. Should the County choose to exercise the one, two-year option to renew, at its sole discretion, the estimated cumulative value will be \$900,000.

| Department | Allocation | Funding Source | Contract Manager |
|------------|------------|----------------|------------------|
| PROS       | \$900,000  | General Fund   | Eric Kaminsky    |
| Total      | \$900,000  |                |                  |

#### **Track Record/Monitor**

Natalya Vasilyeva of 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, renewal, or extensions, pursuant to Section 2-8.1 of the Code and Implementing Order 3-38.

**Vendor Recommended for Award**

Pursuant to Resolution No. R-477-18, the recommended vendor is non-local; however, awarding this contract is in the best interest of the County due to the continued need for these specialized services. The County requires a vendor that can provide comprehensive services directly, without third-party involvement, that could cause a mark-up in price, transactions, and convenience fees. Given these requirements, there are limited local options available that align with the full scope of services needed.

| Vendor                          | Principal Address               | Local Address | Number of Employee Residents    | Principal       |
|---------------------------------|---------------------------------|---------------|---------------------------------|-----------------|
|                                 |                                 |               | 1) Miami-Dade<br>2) Percentage* |                 |
| Gateway Ticketing Systems, Inc. | 315 E 2 Street<br>Boyertown, PA | N/A           | 0                               | Michael M Andre |
|                                 |                                 |               | 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.

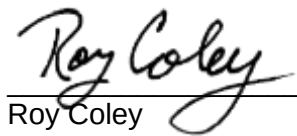
**Due Diligence**

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.

Pursuant to Resolution No. R-252-25, extensive efforts were made to identify any potential piggybacking opportunities prior to considering a non-competitive acquisition as a last resort. The recommended vendor was not identified on any active contracts that meet the scope of services required by the County. There are no comparable competitive contracts that could be accessed as Gateway is the sole source provider of the County's existing POS system, and no other vendor can provide the licensing, maintenance, and technical support.

**Applicability of Ordinances and Contract Measures**

- The User Access Program applies.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage Ordinance does not apply.



Roy Coley  
Chief Utilities and Regulatory Services Officer

# Memorandum



**Date:** June 27, 2025

**To:** Honorable Chairman Anthony Rodriguez  
Board of County Commissioners

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

**Subject:** Request to Process Late Departmental Agenda Item

*Namita Uppal*

Digitally signed by Namita Uppal  
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US  
Date: 2025.06.26 17:17:41 -04'00'

I am requesting that the item below be processed for agenda placement on the July Committee Cycle:

RESOLUTION AUTHORIZING WAIVER OF COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1(B) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AND AWARD A NON-COMPETITIVE CONTRACT, CONTRACT NO. BW-10486, WITH GATEWAY TICKETING SYSTEMS, INC. FOR GATEWAY TICKETING SYSTEM MAINTENANCE, SUPPORT AND PAYMENT GATEWAY SERVICES IN THE AMOUNT OF \$900,000.00 FOR AN INITIAL FIVE-YEAR TERM AND ONE, TWO-YEAR OPTION TO RENEW FOR THE PARKS, RECREATION AND OPEN SPACES DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1(B) OF THE CODE OF MIAMI- DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3- 38

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, this item is time sensitive and essential for PROS to ensure continued services for Zoo Miami's daily operations. The contract will ensure the continued maintenance and support of the County's existing point-of-sale system (POS), eGalaxy Web Ticketing System, utilized by Zoo Miami, while also providing payment gateway services. Given the eGalaxy Web Ticketing System's central role at Zoo Miami is providing efficient online ticketing and ensuring a seamless experience for Zoo Miami visitors, any further delays risk jeopardizing the anticipated cost savings of eliminating the 3% convenience fee currently paid to a third-party vendor for hosting online ticketing transactions. Approval of this item will allow Zoo Miami to transition to an integrated solution using FreedomPay through Gateway Ticketing, enabling seamless processing of both in-park and online purchases, while implementing cost savings for the County. This will enhance the overall guest experience for Zoo Miami visitors, increase operational efficiency, reduce costs, improve fraud controls, and unlock current Galaxy system features that support marketing, sales, and internal process improvement.

Therefore, please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.

Carladenise Edwards

Approved by Mayor or Mayor's Designee

Print Name

Demetria Henderson

Approved by Legislative Director or Designee

Print Name

c: Geri Bonzon-Keenan, County Attorney  
[CAOagenda@miamidade.gov](mailto:CAOagenda@miamidade.gov)  
Eugene Love, Agenda Coordinator

MDC005



# MEMORANDUM

(Revised)

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

**DATE:** September 3, 2025

**FROM:**   
Glen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(P)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ☐, 3/5's ☐, unanimous ☐, majority plus one ☐, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ☐, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ☐, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ☐) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required



Approved *Danielle Lencina* Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(P)(1)  
9-3-25

RESOLUTION NO. R-869-25

RESOLUTION AUTHORIZING WAIVER OF COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1(B) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AND AWARD A NON-COMPETITIVE CONTRACT, CONTRACT NO. BW-10486, WITH GATEWAY TICKETING SYSTEMS, INC. FOR GATEWAY TICKETING SYSTEM MAINTENANCE, SUPPORT AND PAYMENT GATEWAY SERVICES IN THE AMOUNT OF \$900,000.00 FOR AN INITIAL FIVE-YEAR TERM AND ONE, TWO-YEAR OPTION TO RENEW FOR THE PARKS, RECREATION AND OPEN SPACES DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1(B) OF THE CODE OF MIAMI- DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3- 38

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

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

**Section 1.** This Board finds it is in the best interest of Miami-Dade County to waive competitive bidding procedures pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1(b) of the County Code by a two-thirds vote of the Board members present and award a non-competitive contract, Contract No. BW-10486, in substantially the form attached and made a part hereto, with Gateway Ticketing Systems, Inc. for Gateway Ticketing System Maintenance, Support and Payment Gateway Services in the amount of \$900,000.00 for an initial five-year term and one, two-year option to renew for the Parks, Recreation and Open Spaces Department.

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

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

|                                 |        |                        |        |
|---------------------------------|--------|------------------------|--------|
| Anthony Rodriguez, Chairman     | aye    |                        |        |
| Kionne L. McGhee, Vice Chairman | aye    |                        |        |
| Marleine Bastien                | aye    | Juan Carlos Bermudez   | absent |
| Sen. René García                | absent | Oliver G. Gilbert, III | aye    |
| Roberto J. Gonzalez             | aye    | Keon Hardemon          | aye    |
| Danielle Cohen Higgins          | aye    | Eileen Higgins         | aye    |
| Natalie Milian Orbis            | aye    | Raquel A. Regalado     | aye    |
| Micky Steinberg                 | aye    |                        |        |

The Chairperson thereupon declared this resolution duly passed and adopted this 3<sup>rd</sup> day of September, 2025. 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.

SMG

Sophia Guzzo



Contract Title: Gateway Ticketing System Maintenance, Support and Payment Gateway Services

Contract No. BW-10486

THIS AGREEMENT for the provision of the services within this agreement, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between Gateway Ticketing Systems, Inc., a corporation organized and existing under the laws of the State of Pennsylvania, having its principal office at 445 County Line Road, Gilbertsville, PA 19525 (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 County and the Contractor have agreed to establish this Agreement for Gateway Ticketing System Maintenance, Support and Payment Gateway Services from the Contractor to the County, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

WHEREAS, the Contractor desires to provide to the County such Gateway Ticketing System Maintenance, Support and Payment Gateway Services for the County, in accordance with the terms and conditions of this Agreement;

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

#### **ARTICLE 1. DEFINITIONS**

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

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Contract" or "Agreement" 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.
- c) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Gateway Ticketing Systems, Inc. and its permitted successors.
- e) The word "Days" to mean calendar days.
- f) 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.
- g) The words "Designated Equipment" to mean the software and hardware products identified on Table A-1 for which the Licensed Software and hardware will be maintained for the County by the Contractor.
- h) The word "Documentation" shall mean all manuals, user documentation, and other related material pertaining to the Licensed Software which are furnished by Contractor in connection with the Licensed Software.
- i) The word "Enhancement" to mean any modification or addition that, when made or added to the Licensed Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. An Enhancement may be designated by Licensor as minor or major, depending on Licensor's assessment of its value and of the function added to the preexisting Software. Such Enhancements shall become part of the Software when delivered and shall be subject to all the terms of this Contract.
- j) The word "Error" to mean any failure of the Software to conform in all material respects to the Documentation as published from time to time by Licensor. However, any nonconformity resulting from the County's misuse, improper use, alteration, or damage of the Licensed Software, or County's combining or merging the Software with any

hardware or software not supplied or identified as compatible by Licensor shall not be considered an Error.

- k) The words "Error Correction" to mean either a modification or an addition that, when made or added to the Licensed Software, establishes material conformity of the Licensed Software to the Documentation, or a procedure or routine that, when observed in the regular operation of the Licensed Software, eliminates the practical adverse effect on the County of such nonconformity.
- l) The words "Licensed Software" to mean all software component(s) of Contractor and/or third parties provided with this license, and includes any accompanying documents ("Documentation"). The term "Licensed Software" also includes any updates and Enhancements of the Licensed Software provided to the County by Contractor at its option.
- m) The words "Normal Business Hours" to mean the hours in which business is conducted. Normal Business Hours will be 8 a.m. to 5 p.m. Eastern Time.
- n) The words "Payment Card Industry Data Security Standard (PCI DSS)" to mean a set of security standards designed to ensure that ALL companies/business entities/government agencies that accept, process, store or transmit credit card information maintain a secure environment.
- o) 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.
- p) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- q) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- r) The words "Service" or "Services" to mean the provision of Gateway Ticketing System Maintenance, Support and Payment Gateway Services in accordance with the Scope of Services.
- s) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who is specifically engaged by Contractor to furnish labor and/or materials, in connection with the Work on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- t) The words "Warranty Period" to mean the period of one (1) in which the Contractor guarantees that the Licensed Software, hardware and/or equipment will be free of defects and work in accordance with the Documentation .
- u) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

## **ARTICLE 2. GRANT OF RIGHTS**

- a) License. The Contractor hereby grants the County with a nonexclusive, nontransferable, perpetual license for the use of the Licensed Software. The County shall execute the Licensed Software only on computers which have been initialized by the Contractor copy protection program(s) as provided with the Licensed Software and materials.
- b) Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses from the Contractor, the fees shall be according to Appendix B "Price and Payment Schedule".

## **ARTICLE 3. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 50, 2) Appendix A. Scope of Work, 3) Appendix B. Price and Payment Schedule, 4) Table A-1. List of Designated Equipment

## **ARTICLE 4. RULES OF INTERPRETATION**

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

- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

#### **ARTICLE 5. NATURE OF THE AGREEMENT**

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

#### **ARTICLE 6. CONTRACT TERM**

The Contract shall become effective on the date identified on the first page of this Agreement, and shall continue through the last day of the sixtieth (60th) month, thereafter. The County, at its sole discretion, may renew this Contract for one two-year option to renew term. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

#### **ARTICLE 7. SOFTWARE MODIFICATIONS**

- a) Error Corrections and Updates. The Contractor will provide the County with error corrections, bug fixes, patches or other updates to the Licensed Software licensed hereunder in object code form in accordance with the Contractor's release schedule for the term of this Agreement and subject to the County's payment of the annual maintenance fees.
- b) Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Licensed Software. When requested by the County, the Contractor shall provide the requested system Enhancements. Upon the County's request for such Enhancements the County shall prepare Contract Amendment/Supplemental Agreement containing a Statement of Work ("SOW") for the specific Project that shall define in detail the services to be performed and be upon Board of County Commissioners approval. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.
  - 1. Detailed requirements and detailed design document shall be submitted by the County, upon which the Contractor shall build the SOW, illustrating, as applicable, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each Contract Amendment/Supplemental Agreement executed hereunder shall automatically incorporate the terms and conditions of this Agreement, except where otherwise agreed between the parties in writing and explicitly outlined in the applicable SOW. Where Contractor agrees to perform a custom development for the County ("Custom Development"), then such development shall be explicitly identified as custom development in the Contract Amendment/Supplemental Agreement executed between the parties and such custom development shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
  - 2. Following the County's acceptance of all Enhancements, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or Enhancements thereto.
- c) Title to Modifications. All such Error Corrections, bug fixes, patches, updates or new releases shall be the sole property of the Contractor. Further, any developments of Enhancements made to the Licensed Software, including any intellectual property rights associated therewith, made or provided by Contractor to the County pursuant to this Agreement (whether alone or in combination from the County or its personnel) shall be owned exclusively by Contractor. Such Enhancements shall become part of the Licensed Software when delivered and shall be subject to the terms of Article 2 and all other terms of this Agreement.

#### **ARTICLE 8. 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  
Parks, Recreation and Open Spaces Department  
Attention: Eric Kaminsky  
Address: 12400 SW 152nd St. Miami, FL 33177  
Phone: (786) 798-4728  
E-mail: [ekamins@miamidade.gov](mailto:ekamins@miamidade.gov)

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](mailto:cpo@miamidade.gov)

**(2) To the Contractor**

- a) to the Customer Success Manager:

Contractor Name: Gateway Ticketing Systems, Inc. Attention: Andrea Scott  
Address: 445 County Line Rd. Gilbertsville, PA 19525  
Phone: (610) 987-4000  
E-mail: [ascott@gatewayticketing.com](mailto:ascott@gatewayticketing.com)

- b) to Legal

Contractor Name : Gateway Ticketing Systems, Inc.  
Attention : Contracts Team  
Address : 445 County Line Rd. Gilbertsville, PA 19525  
Phone : (610) 473-4203  
E-mail : [contracts@gatewayticketing.com](mailto:contracts@gatewayticketing.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 9. 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 to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work 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 10. PRICING**

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

**ARTICLE 11. METHOD AND TIMES OF PAYMENT**

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. 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 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:

- Electronic submission (preferred) to [invsubp@miamidade.gov](mailto:invsubp@miamidade.gov); or
- Hard copy format mailed to:

Miami-Dade County, Finance Department 111 NW 1<sup>st</sup> Street  
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Parks, Recreation and Open Spaces Department 12400  
SW 152nd St.

Miami, FL 33177 Attention: Eric Kaminsky

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

## **ARTICLE 12. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. 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; provided, that the County notifies Contractor in writing from time the loss is discovered of any such claims, given the Contractor's sole control of the defense and settlement thereof, and provides all reasonable assistance in connection therewith. This indemnification shall not apply to the extent caused by the negligent acts of the County, its officers, employees, agents, and the like and any liability to Contractor shall be offset proportionate to extent such acts or omissions contributed to the liability loss or damages claimed. 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.

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. Commercial General Liability, in an amount not less than \$1,000,000 each occurrence \$2,000,000 aggregate including Products/completed operations. Miami-Dade County must be included as additional insured.
2. Workers' compensation insurance as required by Florida Statute 440 or any applicable law
3. Automobile liability covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit
4. Professional liability or Technology errors & omissions for \$2,000,000 each occurrence and, when combined with Cyber Liability coverage described below, \$4,000,000 aggregate covering claims arising out of the rendering or failure to render professional services or provision of products.
5. Cyber Liability for \$2,000,000 each occurrence and, when combined with the Professional Liability/Technology errors & omissions coverage described above, \$4,000,000 aggregate

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 (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the 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 13. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Work 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 Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the reasonable request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work 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 Work 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 upon reasonable request from the County, should the Contractor 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 Work 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 Work.
- 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 14. EMPLOYEES OF THE CONTRACTOR**

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

### **ARTICLE 15. INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

#### ARTICLE 16. 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; 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 17. 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 18. 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 Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

#### **ARTICLE 19. AUDITS**

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three 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 20. SUBSTITUTION OF PERSONNEL**

In the event the Contractor needs to substitute personnel for the key personnel identified in the Scope of Services, 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 21. 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 22. 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 Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work 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; provided, however, if such disapproval of subcontractor by the County results in modification in price for Contractor to perform the affected portion of the Work, the Contractor may request to modify pricing for any of the Work that were to be performed by the Subcontractor proportionate to the cost change to Contractor to make such change, upon

the sole discretion of the County and upon Board of County Commissioners approval.

- 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 Work to be performed. Such Work 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 Work 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 Work 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 23. 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 24. 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 25. 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 24) 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 and County shall provide 30 days written notice (prior to contract renewal date) to the Contractor of termination for convenience. 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 23(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 Contractor 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. to the extent of an Event of Default, reimburse the County a proration of the fees paid annually 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, software, materials, products, documentation, reports, and data purchased by the County under this Agreement except for licensing of the aforementioned.

#### **ARTICLE 26. EVENT OF DEFAULT**

- a) An Event of Default is a material breach of this Agreement by either Party, 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;
  - viii. a party materially fails to perform or comply with this Agreement or any provision, hereof; or
  - ix. the Contractor fails to comply with Article 39 (County User Access Program).
  - x. a party fails to strictly comply with the provisions of Article 30 (Confidentiality) or makes an assignment in violation of the terms herein.
- 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 mutually agreed between the parties, 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 27. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

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

#### **ARTICLE 28. 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.

THE COUNTY ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH THE CONTRACTOR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK OF THE COUNTY'S



CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE COUNTY'S USE OF THE DESIGNATED EQUIPMENT, SOFTWARE, AND DOCUMENTATION.

#### **ARTICLE 29. 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; provided, however, that Contractor shall have no liability regarding any claim arising out of: (i) use of the Deliverables in combination with any software or equipment not authorized by Contractor if the infringement was caused by such use or combination, (ii) any modification or derivation of the Deliverables not specifically authorized in writing by the Contractor, or (iii) use of the Deliverables outside of the scope contemplated herein. 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 subject to the indemnification outlined in this Article 27.
- 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 30. 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. The County agrees that an Enhancement to the Software developed by County with any advice or support by the Contractor, or by the Contractor for the County, whether or not reimbursed by County and whether or not developed in conjunction with County's employees or agents, shall become a part of the Software and the property of the Contractor, unless otherwise agreed in writing prior to the development of a specific enhancement. Such Enhancements shall become part of the Licensed Software when delivered and shall be subject to the terms of Article 2 and all other terms of this Agreement.

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 31. WARRANTIES**

- a) The Contractor warrants, for a period of one (1) year from the delivery of any newly purchased Licensed Software and hardware under this Agreement, that such Licensed Software provided by the Contractor under the performance of this Contract shall:

1. Be free from material defects in material and workmanship under normal use and remain in the good working order, wear and tear excepted;
2. Function properly and in conformity with the Documentation when used in accordance with this Agreement

Contractor does not itself give any warranty with respect to the hardware and/or equipment that is not manufactured by Contractor, but will transfer to the County any warranties supplied by the original hardware and equipment manufacturers. During the Warranty Period, Contractor agrees to use all reasonable efforts and resources to provide to the County all corrections and/or modifications necessary to correct problems with the hardware or equipment provided by the Contractor that are reported to the Contractor and in accordance with the warranties provided by the original manufacturer, at no additional cost to the price identified in the Price Schedule.

During the Warranty Period, the Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the hardware, equipment and related Licensed Software it provides.

In the event the Contractor's hardware or equipment does not reasonably satisfy the conditions of performance in accordance with the Documentation, the Contractor's obligation is to provide repair at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements, as determined by the Contractor in its reasonable discretion. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof.

Notwithstanding the warranty provisions set forth in this Article 31 all of the Contractor's obligations with respect to such warranties shall be contingent on the County's use of the Licensed Software and Designated Equipment in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Licensed Software or Equipment which are the result of accident, abuse, misapplication, or extreme power surge.

- b) **County Responsibilities.** The County shall be exclusively responsible for the supervision, management, and control of its use of the Licensed Software, Designated Equipment, and/or optional materials, including but not limited to:

1. Providing proper equipment environment, including electrical power telephone and data communications, counter and cabinet space, air conditioning, cleanliness, and the like;

2. Assuring proper machine configuration, program installation, audit controls and operating methods;
3. Establishing adequate backup plans, based on alternate procedures regarding use of the Licensed Software in the event of malfunction; and
4. Implementing sufficient procedures and checkpoints to satisfy County's requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction.

#### **ARTICLE 32. THIRD PARTY WARRANTIES**

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractor' and suppliers' warranties and representations with respect to the Licensed Software provided hereunder. In the Contractor's agreements with subcontractors and/or suppliers, where reasonably practicable, the Contractor shall require that such subcontractors and/or suppliers (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Article 31 "Warranties".

#### **ARTICLE 33. ADDITIONAL LICENSES, HARDWARE, SOFTWARE, OR SERVICES**

The County may purchase additional licenses, hardware, software, or services from the Contractor. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Contract will govern the purchase and sale of additional licenses, hardware, software, or services. Any modification to the Scope of Services of this Contract will require mutual written agreement between the Contractor and the County

#### **ARTICLE 34. 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, exclusive of the Licensed Software (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 35. 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 furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights. For the avoidance of doubt, Contractor shall retain all rights, title, and ownership in the Software, including any Enhancements or Error Corrections and the County shall have no right to use such Software except as otherwise set forth in this Agreement.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder.

#### **ARTICLE 36. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST**

a) **Supplier/Vendor Registration**

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

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

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>

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 37. 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 38. 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.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor

regulations (29 C.F.R. Part 5).

- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) 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 39. NONDISCRIMINATION**

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

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

#### **ARTICLE 40. 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 41. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

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

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

#### **ARTICLE 42. 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 43. 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 44. COUNTY USER ACCESS PROGRAM (UAP)**

##### **a) User Access Fee**

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

##### **b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide, to approved entities, a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

##### **c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

#### **ARTICLE 45. 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 46. FORCE MAJEURE**

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force

Majeure. Within fifteen (15) days of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within fifteen (15) days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

#### **ARTICLE 47. 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 48. 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](mailto:ISD-VSS@MIAMIDADE.GOV), 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA, 33128.**

#### **ARTICLE 49. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)**

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract

with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at <http://www.uscis.gov/e-verify>.

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

#### **ARTICLE 50. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

By entering into this Contract, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if:

a) the Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Contractor; or c) the Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. The affirmation by the Contractor shall be in the form attached to this Contract as Appendix C - Entities of Foreign Countries of Concern Prohibited Affidavit. This Contract shall not be effective unless and until Contractor executes such Affidavit.

#### **ARTICLE 51. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS**

The Contractor shall adhere to Payment Card Industry (PCI) Data Security requirements. Contractor is responsible for security of cardholder data in its possession. Such data can ONLY be used for the purpose of providing the services in this Agreement, providing fraud control services or for other uses specifically required by law.

The Contractor shall provide business continuity in the event of a major disruption, disaster or failure. Contractor will contact the County's Chief Security Officer promptly to advise of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor shall provide, at no cost to the County, a PCI representative, or a PCI approved third party with full cooperation and access to conduct a thorough security review. The review will validate compliance with the PCI Data Security Standard for protecting cardholder data.

The Contractor shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Contractor shall provide the County's PCI Compliance Officer, Clerk of the Court Comptroller – Comptroller Finance Operations Department at (305) 375-5245, documentation showing PCI Data Security certification has been achieved. Contractor shall advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action.

#### **ARTICLE 52. PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE**

The Contractor shall comply with the Payment Card Industry Data Security Standards in effect and at all times throughout the term of this agreement.

If at any time any of the components, including but not limited to the Contractor's system, equipment, hardware, software, or policies, becomes non-PCI compliant, the Contractor is responsible for all costs related to upgrading the system so that PCI compliance is maintained throughout the term of the agreement.

- a. The Contractor confirms its knowledge of and commitment to comply by providing the following proof that Contractor's devices/applications/processes meet current, published, PCI compliance requirements:
  1. Contractor's current annual PCI Compliance certification if applicable. The County has right to audit Contractor compliance by requesting copies of the Contractor PCI compliance certifications at any time.
  2. During an installation or a major system upgrade, the Contractor must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across MDC/s systems and networks, the internet, and the processor network.
- b. Provide Security Matrix for new systems - [MDC IT Security Matrix - v112024.docx](#) Contractor shall resubmit the aforementioned passing, updated, completed, and signed PCI compliance documents annually to the County. Furthermore, the Contractor shall update their solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Security Council and remediate any critical security vulnerabilities within 30 days of identification.
- c. Contractors with third-party payment solutions shall provide the following upon County Department request in accordance to PCI requirement 12.9.2:
  1. PCI DSS compliance status information for any service the third-party Contractor performs on behalf of the department (PCI Req# 12.8.4).
  2. Provide documentation about which PCI DSS requirements are the responsibility of the Contractor and which are the responsibility of the County Department, including any shared responsibilities (PCI Req# 12.8.5)
- d. Sensitive Authentication data and Primary Account number shall not be stored by the Contractor application at any point, even if masked. Any other Card holder data should not be stored by the Contractor application unless it is absolutely needed for County's operations.
- e. POS (Point of Sale) must be routed directly to Miami-Dade County's merchant provider and must be EMV compliant. All POS devices must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, Apple Pay, or Samsung Wallet.
- f. For payment processing applications, proof of validation must be countersigned by the PCI Council. Documentation to be submitted is as follows:
  1. AOC for the application - Attestation of Compliance
  2. Most current AOV – Attestation of Validation (when applicable)
- g. Cashiering Application systems that utilize MDC network for payment processing must be a validated PCI Point-to- Point Encryption (P2PE) solution and transactions will be routed through our approved merchant processor. The County's approved P2PE solution is Elavon's PCI Safe T P2PE Link Protect Services. Confirmation of validated P2PE solution shall be provided as found on the PCI Council's P2PE Solutions website.  
[https://listings.pcisecuritystandards.org/assessors\\_and\\_solutions/point\\_to\\_point\\_encryption\\_solutions?agree=true](https://listings.pcisecuritystandards.org/assessors_and_solutions/point_to_point_encryption_solutions?agree=true)  
Prior to production going live, the P2PE Instruction Manual shall be provided as found on PCI website.  
[https://www.pcisecuritystandards.org/documents/P2PE\\_v3.0\\_PIM\\_Template.docx?agreement=true&time=1645920000555](https://www.pcisecuritystandards.org/documents/P2PE_v3.0_PIM_Template.docx?agreement=true&time=1645920000555)
- h. Internet transactions and all other applications must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card).

- i. Exceptions to any of these requirements shall require written justification by the Department Director prior to purchase of software/hardware, including a cost/benefit analysis, and require written approval by both the COCC Comptroller Finance Operations Director.
- j. Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting / processing PIN numbers for security reasons. Miami-Dade County provides two basic services that allow Contractor applications to interact with its Payment Gateways:
  - 1. Web-based Credit Card Transaction Service
  - 2. Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a SOAP Web Service, and Miami-Dade County will provide the service WSDL and the necessary documentation. The Recurring Payment Service is PCI- compliant, and all the sensitive credit card data is stored offsite in the County's clearinghouse.

There are three different ways that a merchant customer can handle the Credit Card transaction processing.

a. Option #1:

The Contractor application interfaces directly with Miami-Dade County's Payment Gateway via a RESTful web-service. Miami-Dade County will provide the XML schemas to all basic services: web payment processing, void, refund, and recurring payments. Miami-Dade County will also provide all the necessary URLs for these services, as well as documentation detailing fields and response codes. All services will respond with the same XML receipt.

This solution will require the client application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from a Contractor, it will offer the greatest flexibility and customization level. This option also requires for the Contractor application to be hosted on a server inside the County's managed network, since Miami-Dade County's Payment Gateway is not accessible from the Internet. If the application is outside of the County's Managed network, Miami-Dade County can develop a Payment Module Application (option #2) that will service the Contractor's application.

b. Option #2:

A Contractor application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the Contractor application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the Contractor's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires only minor development effort on the Contractor side. The Contractor will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; SSL protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the Contractor application. This solution will not require the client application to be hosted in the County's managed network. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the Contractor side.

c. Option #3:

If the Contractor solution cannot interface directly with Miami-Dade County's Payment Gateway provided the solution is compliant with the current version of the PCI Data Security Standards (PCI DSS 4.0.1 or later), Contractors must provide independent validation of their compliance, including but not limited to attestation of compliance, vulnerability assessments, and penetration testing results from a qualified security assessor (QSA) for review and approval. This evidence must demonstrate that the Contractor solution meets all relevant PCI DSS requirements for secure cardholder data environments (CDEs) and maintains appropriate security controls and monitoring mechanisms.

For approval, the Contractor must submit a detailed technical architecture, including data flow diagrams showing all interactions with Miami-Dade County systems and a comprehensive description of the security measures in place to protect cardholder data by Contractor and any sub-Contractors included in the process. This documentation will be reviewed by the Miami-Dade County PCI Committee, which must approve the solution before submitting for County Senior Management's final authorization along with a memorandum and cost benefit analysis from the County Department requesting this solution

This option requires Contractors to ensure the secure transmission and storage of cardholder data in accordance with PCI DSS requirements and is an alternative for solutions that must operate independently of the County's managed network. As part of the approval process, the Contractor (and sub-Contractors) must agree to periodic compliance audits and to provide ongoing assurance of PCI DSS adherence

#### **ARTICLE 53. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT**

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

#### **ARTICLE 54. 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.

**THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: Michelle Grabel  
Name: Michelle Grabel  
Title: Controller  
Date: 4/29/25  
Attest: Moriah Riley  
Corporate Secretary/Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Moriah Riley, Notary Public  
Montgomery County  
My commission expires September 8, 2027  
Commission number 1438310  
Member, Pennsylvania Association of Notaries

Corporate Seal/Notary Seal

By: \_\_\_\_\_  
Name: for  
Daniella Levine Cava  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: Juan Fernandez-Barquin  
Clerk of the Court and Comptroller  
By: \_\_\_\_\_  
(Deputy Clerk Signature)

Print Name: \_\_\_\_\_

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney



## APPENDIX A – SCOPE OF SERVICES

### 1. Maintenance and Support Services

Contractor shall provide ongoing software maintenance and support services for the existing Galaxy Software and related hardware, as well as the hardware and services related to the Payment Gateway as outlined in Section 2 of this Appendix A, in use by the Miami-Dade Zoological Park and Gardens ("Zoo Miami" or "Customer"). Contractor shall provide all required software licenses, maintenance, and support services, subject to Zoo Miami's payment of the annual maintenance fee outline and as well as the hardware and services related to the Payment Gateway as outlined in Appendix B.

Contractor shall maintain the Licensed Software and hardware listed in Table A-1 in good operating condition in accordance with the following:

#### 1.1. Support - Normal Business Hours.

Contractor shall provide phone support during Normal Business Hours for issues reported by Customer using the support number provided by Contractor pertaining to system problems and/or assistance in use of the Software and Designated Equipment. Gateway will respond within two (2) Normal Business Hours of Gateway's receipt of Customer's call reporting the problem. Non-Critical System Problems can be reported twenty-four (24) hours per day, (7) days per week through Gateway's Customer Portal or the designated support number and will be triaged during Normal Business Hours by the first available Customer Service Representative.

#### 1.2. Emergency Phone Support.

During non-Normal Business Hours, Contractor will provide support for Customer to report Critical System Problems and to seek assistance of resolution of the same, using the designated support number. Gateway will respond within two (2) hours of Customer's call reporting the Critical System Problem. Critical System Problem to mean a critical failure of the Licensed Software and/or Equipment that significantly limits business ability of the County. A Critical System Problem causes a complete outage or significant failure of the system, rendering the production environment inoperable. It has an immediate impact on business operations. If there is a work around, the Error will not be considered a Critical System Problem.

#### 1.3. Staffing.

Contractor shall maintain a trained staff capable of rendering the Standard Support set forth herein.

#### 1.4. Equipment Maintenance.

Contractor shall maintain the equipment listed in Table A-1, under warranty and outside of warranty, covered through fees in this Agreement. Maintenance of equipment includes the replacement of parts deemed necessary by Contractor due to ordinary use. All parts will be furnished on an exchange basis. Exchanged parts removed from the equipment shall become the property of Gateway. In the event of a failure, replacement equipment will be shipped, when available, at County's request.

#### 1.5. Software Maintenance.

- (1) **CORRECTING REPORTED ERRORS** - Contractor shall be responsible for using reasonable diligence to correct verifiable and reproducible Errors reported to Contractor with adequate documentation. If Contractor, in its discretion, requests written verification of an Error

discovered by the County, the County shall immediately provide such verification, by email, setting forth in reasonable detail the respects in which the Software fails to perform. Following completion of the Error Correction, Contractor shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction. Gateway shall include Error Correction in all subsequent Releases of the Licensed Software. Gateway shall not be responsible for correcting Errors in any version of the Licensed Software other than the most recent Release of the Licensed Software issued to County, provided that Contractor shall continue to support prior Releases

superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 180 days.

- (2) **DISTRIBUTING ERROR CORRECTIONS AND MINOR ENHANCEMENTS** - Contractor may, from time to time, issue new Releases of the Licensed Software to its customers generally, containing Error Corrections and minor Enhancements. Contractor shall provide Customer with one copy of installation files for each new Release, without additional charge. Gateway shall provide reasonable assistance to help the County install and operate each new Release, provided that such assistance, if required to be provided at the County's facility, shall be subject to the supplemental charges billed at Contractor's then current rates.
- (3) **MAJOR ENHANCEMENTS** - Contractor may, from time to time, offer Releases containing major Enhancements to its customers generally.

1.6. Download Support.

Contractor will register County for access to Contractor's 24-hour online Internet FTP site to facilitate the download of new software versions.

1.7. Services Not Included and Limitations.

Performance of services outside the scope of this Scope of Services will be charged in accordance with Contractor rates and terms then in effect, which will be provided to the County upon request. Certain services and charges are excluded from the Standard Support, such as, but are not limited to:

- a) Training and learning services;
- b) System configuration;
- c) Cost of shipping replacement parts
- d) Travel and living expenses incurred while performing onsite maintenance;
- e) The provision of optional retrofits;
- f) Replacement of missing parts;
- g) Adding or removing accessories, attachments of other devices;
- h) Increase in service time resulting from operator neglect or unique applications or misapplication;
- i) Consumable items such as printer ribbons, batteries, print heads;
- j) Maintenance or support of the computer, network and database operating tools and systems or Software or Equipment malfunctions caused by or related to defects in the computer, network and database operating tools and systems;

- k) Repairs made necessary for causes other than ordinary use;
- l) Performance of normal operator functions as described in system Documentation;
- m) Repairs necessitated by County's alteration of Equipment or for the repair of unspecified accessories which may be attached to Equipment.

Each subsequent year an update to Table "A-1" will be sent to the County by Contractor including any additions or deletions to supported Designated Equipment and/or Software with the corresponding change. Any modification to the Scope of Services of this Contract will require mutual written agreement between the Contractor and the County.

## **2. Payment Gateway Services**

- 2.1. Gateway Ticketing Systems, Inc. herein referred to as the "Contractor" shall provide a payment gateway service for online and onsite sale transactions with supporting services including refund processing and recurring payments. Contractor's payment gateway service shall support pc, mobile, and tablet platforms where Gateway's Galaxy software is support, as well as credit card, debit card, gift card, Apple Pay, Google Wallet, Samsung Wallet NFC payment methods, and any additional payment platforms that currently do not exist but may be developed within the term of this agreement and are approved by the credit card industry and permitted by the payment gateway service provider. These additional payment platforms must be PCI compliant per Miami-Dade County standards The payment gateway service shall be compatible with Miami-Dade County's existing credit card processor, Elavon. Contractor shall provide Customer access to a web-based reporting tool for payment transaction inquiries through standard queries and reporting made available by the payment gateway service provider.
- 2.2. Service Provider Obligations: Contractor is responsible for the merchant cardholder data that it possesses, processes, stores, or transmits on behalf of the customer, and will maintain compliance with all applicable PCI DSS requirements. Customer and its clients are still responsible for the components of PCI compliance related to their location and related systems. Further, Contractor transmits cardholder and other sensitive authentication data to the Customer's credit card processing provider to process transactions through the card networks. Customer is requested to notify Contractor in the event that they experience issues that may affect the security, availability or confidentiality of the Contractor services they are utilizing.
- 2.3. If at any time any of the components, including but not limited to the Contractor system, equipment, hardware, software, or policies, becomes non-PCI compliant due to the acts or omissions of Contractor or its subcontractors, then Contractor is responsible for all reasonable costs related to upgrading the non-compliant portion of the system so that PCI compliance is maintained throughout the term of the agreement.
- 2.4. Contractor confirms its knowledge of and commitment to comply by providing the following proof that Contractor's devices/applications/processes meet current, published, PCI compliance requirements:
  - a. Contractor's current annual PCI Compliance certification if applicable. The County has right to audit vendor compliance by requesting copies of the vendor PCI compliance certifications at any time.
  - b. During an installation or a major system upgrade, the vendor must provide implementation manuals and detailed diagram(s) that shows cardholder data flows from MDC's systems and networks to the payment gateway service

- 2.5. Contractor shall resubmit the aforementioned passing, updated, completed, and signed PCI compliance documents annually to the County. Furthermore, Contractor shall update their solution, when required, to remain compliant with all applicable changes to the PCI standards and requirements by the implementation dates mandated by the PCI Security Council and remediate any critical security vulnerabilities within 30 days of identification
- 2.6. Sensitive Authentication data and Primary Account number shall not be stored by FreedomPay's application at any point, even if masked. Any other Card holder data should not be stored by FreedomPay's application unless it is absolutely needed for County's operations.
- 2.7. POS (Point of Sale) must be routed directly to Miami-Dade County's merchant provider (ELAVON), passing through the payment gateway, and must be EMV compliant. All front of house POS devices must be capable of accepting NFC (near field communications) payment methods such as Apple Pay, Google Pay, or Samsung Wallet. Back of house devices may not support NFC payment methods, depending on which devices are purchased by the County.
- 2.8. Cashiering Application systems that utilize MDC network for payment processing must be a validated PCI Point-to-Point Encryption (P2PE) solution and transactions. The County's approved P2PE solution is Elavon's PCI Safe T P2PE Link Protect services. Confirmation of validated P2PE solution shall be provided as found on the PCI Council's P2PE Solutions website.

### 3. Subscriptions

#### 3.1. E-Commerce Web Store Hosting

Contractor shall provide the County with Gold Hosting Tier services, that permit Contractor to host the Zoo's eGalaxy Web Store. The 'Gold Hosting Tier' shall allow up to up to 20,000 monthly transactions and up to 200,000 annual transactions and shall include providing two (2) dedicated web services, a shared database environment, a staging environment, one (1) custom staging sub-domain, and one (1) custom production subdomain.

#### Web Store Hosting

Should the County utilize Contractor's Web Store Hosting Services, the County will be enrolled in the level of hosting which aligns with the County's transaction volume or as otherwise mutually agreed between the parties (the "Web Store Hosting Services"). The available Web Store Hosting Services are outlined in Contractor's product information, which is included herein by reference and will be provided to the County upon request. The County's purchase of Web Store Hosting Services shall be included on the Order Form for the County's annual renewal for maintenance and support. The County may not elect Web Store Hosting Services lower than what is required to address its transaction volume. If the County exceeds monthly/annual web transaction limit, Contractor will contact customer to determine appropriate action, which may include Web Store Hosting Services upgrade or additional fees for transaction limit overages.

#### Web Store Hosting Service Level

Contractor offers the following uptime guarantee where the County has engaged Contractor to provide Web Store Hosting Services:

- The web store will be hosted in a Microsoft Azure environment
- Contractors hereby agrees that the hosting of this web store shall achieve availability of no less than 95% on a monthly average, calculated as follows:

*(Number of minutes in a month – Number of minutes during which the web store is unavailable, exclusive of any Excused Downtime) / (Number of minutes in a month x 100)*

- "Excused Downtime" shall mean (i) scheduled maintenance, (ii) force majeure events, and (iii) downtime caused by the actions or inactions of the County

#### **4. Additional Services**

4.1. The County reserves the right to purchase additional licenses, software, hardware, premier services and professional services as needed throughout the resultant contract term through Supplemental Agreement upon Board of County Commissioners approval; provided, however, that the maintenance and support for any such additional licenses, software, and/or hardware will subject to the County payment of the corresponding maintenance and support fees which will be (i) waived for the first twelve (12) months and (ii) in subsequent years will be charged at the annual rate for Maintenance and Support Services (as a percentage of the list price of the purchased item(s) at the expiration of the 12 month waiver period for each of the purchased item(s), the actual maintenance rate, which shall be outlined on the corresponding Appendix B – Price and Payment Schedule).

4.2. The County's purchase of available premier services, the services and options as outlined in the corresponding Appendix B (hereafter, the "Premier Services"), shall be included on the Order Form for the County's annual renewal for maintenance and support. Should the County choose not to elect for any Premier Services beyond Standard Support, the County will be enrolled in Standard Support only.

4.3. Usage and Scheduling of Services.

Where hours are included in the Premier Services, the County shall receive an allotment of ours for certain Services based upon the Premier Service option indicated on the Order Form ("Service Hours"). The Service Hours are to be used for Professional Services and/or Managed Services. Service Hours may not be transferred across classifications (i.e., between Service Hours and ER Analysis Hours, etc.) "ER Analysis" means enhancement request analysis.

The performance of such Service Hours must be scheduled in advance of performance and utilized (i) where the Effective Period is twelve (12) months or less, prior to the expiration of the Effective Period (as defined on the Order Form), or (ii) where the Effective Period is greater than twelve (12) months, within each respective twelve (12) month period, or other period as outlined on the Order Form (each a "Utilization Period"). Scheduling of Contractor resources and timing for delivery of such Services is subject to resource availability at the time the specific Services are requested by the County. Contractor will monitor usage of the Service Hours on an ongoing basis and will review with the County throughout each Utilization Period to align and schedule in accordance with the County's ongoing and upcoming needs and Contractor resource availability. Any unused time after expiration of each Utilization Period will be forfeited. Unless otherwise agreed between the parties, it is anticipated that all Service Hours will be delivered remotely. On-site performance of Service Hours is available, provided the County shall be responsible to compensate Contractor for related travel time and related travel and living expenses. Travel time will be billed at the then current rate and actual travel and living expenses shall be billed as Service Hours are performed, except where advance payment is required by Contractor.

4.4. Cancellation of Scheduled Services.

For scheduled Services requiring Contractor personnel to be on-site, cancellation of such Services is subject to the following cancellation fees based on the number of days being cancelled, the rate being charged, and the date of the cancellation notice:

- Notice within 1-7 days of the scheduled on-site days will be charged at 100% of the applicable fees.
- Notice within 8-14 days of the scheduled on-site days will be charged at 75% of the applicable fees.
- Notice with 15-21 days of the scheduled on-site days will be charged at 50% of the applicable fees.

The term "charged" when used in this paragraph shall mean either (a) applied against remaining pool of

Service Hours based on the fees equivalent, or (b) billed on a separate invoice, as mutually agreed between the parties. In addition, the County shall reimburse Contractor for any non-cancellable expenses related to such on-site Services.

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## Appendix B – Price and Payment Schedule

**A. Maintenance and Support Services** provided under this Agreement for the Licensed Software and hardware/equipment shall be billed based on the following Price and Payment schedule:

### Initial Term:

| Contract Term                     | Maximum Maintenance Rate | Firm-Fixed Annual Fees* |
|-----------------------------------|--------------------------|-------------------------|
| Contract Year 1                   | 21%                      | \$49,466.55             |
| Contract Year 2                   | 21%                      | \$49,466.55             |
| Contract Year 3                   | 21%                      | \$49,466.55             |
| Contract Year 4                   | 21%                      | \$49,466.55             |
| Contract Year 5                   | 21%                      | \$49,466.55             |
| <b>Total Initial Term Amount:</b> |                          | <b>\$247,332.75</b>     |

### Option to Renew Term:

Should the County exercise the available 2-Year Option-to-Renew (OTR), the following rates shall apply:

| Contract Term                             | Maximum Maintenance Rate | Firme-Fixed Annual Fees* |
|-------------------------------------------|--------------------------|--------------------------|
| Contract Year 6                           | 22%                      | \$51,822.10              |
| Contract Year 7                           | 23%                      | \$54,177.65              |
| <b>Total Option to Renew Term Amount:</b> |                          | <b>\$105,999.75</b>      |

The annual fees set forth above include and are based on the Licensed Software and Designated Equipment listed in Table A-1, of this agreement, plus some provision for reactivation/purchase of a certain number of licenses needed by County for web store. In the event that further software or hardware are added or removed during the term of this Agreement, the County and the Contractor shall engage in good faith negotiations to determine the impact of such changes. Any adjustments resulting from these negotiations shall be documented in a form of a mutually executed contract amendment. The annual fee for Years 1 through 5 of this Agreement is based on a rate of twenty-one percent (21%) of list price of License Software and Designated Equipment, before discount and is based on the minimum five (5) year term of this Agreement (the "Initial Term" or "Effective Period"). Upon expiration of the Initial Term, Contractor shall have the right to change the annual maintenance fee no more than once per year, effective with maintenance renewal date, provided that: (i) any rate increase shall not exceed the rate at the time of the increase plus one percent (1%); (ii) the rate change shall be documented in writing; and (iii) Contractor shall provide at least ninety (90) days' prior written notice of any such change.

**B. Subscriptions and Payment Gateway** – Payment gateway services and subscriptions provided under this Agreement shall be billed based on the following Price and Payment schedule:

| Description                                | Tier/Plan     | Fees/ Frequency          | Transactions/message   | Overage (per transaction/message) |
|--------------------------------------------|---------------|--------------------------|------------------------|-----------------------------------|
|                                            |               |                          |                        |                                   |
|                                            |               |                          |                        |                                   |
|                                            |               |                          |                        |                                   |
| **Web Hosting Fee<br>Year 1 - Gold Hosting | Gold Plan     | \$23,760/ per annual fee | Up to 200,000 per year | N/A                               |
|                                            | Platinum Plan | \$47,520 /per annual fee | Up to 400,000 per year | N/A                               |

|                                 |  |                        |                                          |     |
|---------------------------------|--|------------------------|------------------------------------------|-----|
| Plan                            |  |                        |                                          |     |
| Payment Gateway Transaction fee |  | \$0.08/per transaction | Invoiced for # of transactions processed | N/A |

\*\* Web Store Hosting Fee for Contractor's hosting of Zoo Miami's web store (plans are based on website transactions), as described in the Services Terms executed between the parties.

**C. Payment Terms**

If the County must issue a purchase order in order to make payment, the purchase order must be received by Contractor at least 45 days prior to the renewal date. Delay in issuing a purchase order shall not relieve the County of its obligation to pay the associated fees by the due date.

Any fees set forth within this agreement exclusive of certain charges, may be assessed from time to time by Contractor or its suppliers, banking institutions and the like, as applicable and shall be in the sole discretion of the County. Such additional charges include, but are not limited to, credit card surcharge and fees for payment by wire. Any additional charges and/or price escalations shall be approved upon Board of County Commissioner approval, except as set forth above. Price escalations shall be based on the percentage change in the Consumer Price Index (CPI). The rate of increase shall be based upon the most recently released Bureau of Labor Statistics "Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average and those increased rates shall remain firm and fixed over the term of the contract.

**D. Optional Services**

Any optional services or additional work not explicitly described in this Agreement may be requested by the County. Upon such request, the Contractor shall provide a written quote, including an estimate with breakdown of the hours required to complete the requested service and shall be executed through a Supplemental Agreement and approved upon Board of County Commissioners approval. The Contractor shall apply the hourly rates for the positions outlined in the table below, with the understanding that the total hours and corresponding costs shall not exceed the rated specified herein. Both the County and Contractor agree that the below rates may be revised by Contractor at the County's sole discretion and shall be executed through a Supplemental Agreement and upon Board of County Commissioners approval.

| Position Description Hourly Fee       | Not to exceed hourly rates |
|---------------------------------------|----------------------------|
| Professional/ Managed Services        | \$235/hour                 |
| Onsite Trainer                        | \$235/hour                 |
| Product Development Services (Remote) | \$295/hour                 |

In the event the County opts to purchase a Premier Service Plan, payment of the non-refundable fees for the Premier Services selected on each Order Form are invoiced annually and based on the annual rate and are due prior to the start of the Effective Period unless alternative payment arrangements have been agreed in the Agreement or as set forth in the Order Form.



Zoo Miami  
Table A-1. Software and Hardware List: \_\_\_\_\_

| Line Item     | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                                                       | Comments    | Serial Numbers | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|---------------|-------------|-----------------|-------------------|------|-----|---------------------------------------------------------------------------------------------------|-------------|----------------|-----------|----|-------------------|----------------------|----------|
| 26            | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Upsell Point of Sale Software Module                                                       | NOT COVERED | 494003         | 295.00    | 21 | 61.95             |                      |          |
| <b>494004</b> |             |                 |                   |      |     |                                                                                                   |             |                |           |    |                   |                      |          |
| 28            | Y           | 1/6/2005        |                   | SW   | 1   | Galaxy Point of Sale Software (w/Ticketing, Network, Discount, Zip, Credit Auth.) (Ticketing POS) | POS License | 494004         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 29            | Y           | 1/6/2005        |                   | SW   | 1   | Galaxy Group Sales Order Entry Software (Ticketing POS)                                           |             | 494004         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 30            | Y           | 1/6/2005        |                   | SW   | 1   | Galaxy Resource Management (Ticketing POS)                                                        |             | 494004         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 31            | Y           | 3/12/2015       |                   | SW   | 1   | Galaxy Pass Software Module (moved from 4940015)                                                  |             | 494004         | 395.00    | 21 | 82.95             | 82.95                | 82.95    |
| 32            | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                                               | NOT COVERED | 494004         | 495.00    | 21 | 103.95            |                      |          |
| 33            | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher                                          | NOT COVERED | 494004         | 495.00    | 21 | 103.95            |                      |          |
| 34            | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Upsell Point of Sale Software Module                                                       | NOT COVERED | 494004         | 295.00    | 21 | 61.95             |                      |          |
| <b>494005</b> |             |                 |                   |      |     |                                                                                                   |             |                |           |    |                   |                      |          |
| 36            | Y           | 1/6/2005        |                   | SW   | 1   | Galaxy Point of Sale Software (w/Ticketing, Network, Discount, Zip, Credit Auth.) (Ticketing POS) | POS License | 494005         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 37            | Y           | 1/6/2005        |                   | SW   | 1   | Galaxy Group Sales Order Entry Software (Ticketing POS)                                           |             | 494005         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 38            | Y           | 1/6/2005        |                   | SW   | 1   | Galaxy Resource Management (Ticketing POS)                                                        |             | 494005         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 39            | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Pass Software Module                                                                       |             | 494005         | 395.00    | 21 | 82.95             | 82.95                | 82.95    |
| 40            | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                                               | NOT COVERED | 494005         | 495.00    | 21 | 103.95            |                      |          |
| 41            | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher                                          | NOT COVERED | 494005         | 495.00    | 21 | 103.95            |                      |          |
| <b>494006</b> |             |                 |                   |      |     |                                                                                                   |             |                |           |    |                   |                      |          |
| 43            | Y           | 1/6/2005        |                   | SW   | 1   | Galaxy Point of Sale Software (w/Ticketing, Network, Discount, Zip, Credit Auth.) (Ticketing POS) | POS License | 494006         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 44            | Y           | 1/6/2005        |                   | SW   | 1   | Galaxy Group Sales Order Entry Software (Ticketing POS)                                           |             | 494006         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 45            | Y           | 1/6/2005        |                   | SW   | 1   | Galaxy Resource Management (Ticketing POS)                                                        |             | 494006         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 46            | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                                               | NOT COVERED | 494006         | 495.00    | 21 | 103.95            |                      |          |
| 47            | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher                                          | NOT COVERED | 494006         | 495.00    | 21 | 103.95            |                      |          |
| <b>494007</b> |             |                 |                   |      |     |                                                                                                   |             |                |           |    |                   |                      |          |
| 49            | Y           | 1/6/2005        |                   | SW   | 1   | Galaxy Point of Sale Software (w/Ticketing, Network, Discount, Zip, Credit Auth.) (Ticketing POS) | POS License | 494007         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |

Zoo Miami  
Table A-1. Software and Hardware List

| Line Item     | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                                                       | Comments    | Serial Numbers | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|---------------|-------------|-----------------|-------------------|------|-----|---------------------------------------------------------------------------------------------------|-------------|----------------|-----------|----|-------------------|----------------------|----------|
| 50            | Y           | 1/6/2005        |                   | SW   | 1   | Galaxy Group Sales Order Entry Software (Ticketing POS)                                           |             | 494007         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 51            | Y           | 1/6/2005        |                   | SW   | 1   | Galaxy Resource Management (Ticketing POS)                                                        |             | 494007         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 52            | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                                               | NOT COVERED | 494007         | 495.00    | 21 | 103.95            |                      |          |
| 53            | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale<br>Requires SQL 2005 or higher                                       | NOT COVERED | 494007         | 495.00    | 21 | 103.95            |                      |          |
| <b>494008</b> |             |                 |                   |      |     |                                                                                                   |             |                |           |    |                   |                      |          |
| 55            | Y           | 1/6/2005        |                   | SW   | 1   | Galaxy System Administrator Software (includes, POS, Pass, Groups, RM, Debit, ACS @ POS)          | POS License | 494008         | 3,415.00  | 21 | 717.15            | 717.15               | 717.15   |
| 56            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale<br>Requires SQL 2005 or higher                                       | NOT COVERED | 494008         | 495.00    | 21 | 103.95            |                      |          |
| <b>494009</b> |             |                 |                   |      |     |                                                                                                   |             |                |           |    |                   |                      |          |
| 58            | N           | 1/6/2005        |                   | SW   | 1   | Galaxy Concentrator Software                                                                      | NOT COVERED | 494009         | 2,500.00  | 21 | 525.00            |                      |          |
| <b>494010</b> |             |                 |                   |      |     |                                                                                                   |             |                |           |    |                   |                      |          |
| 60            | Y           | 1/6/2005        |                   | SW   | 1   | Galaxy Payment Server                                                                             |             | 494010         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| <b>494011</b> |             |                 |                   |      |     |                                                                                                   |             |                |           |    |                   |                      |          |
| 62            | Y           | 10/24/2006      |                   | SW   | 1   | Galaxy Point of Sale Software (w/Ticketing, Network, Discount, Zip, Credit Auth.) (Ticketing POS) | POS License | 494011         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 63            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Stored Value Software Module                                                               | NOT COVERED | 494011         | 495.00    | 21 | 103.95            |                      |          |
| 64            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale<br>Requires SQL 2005 or higher                                       | NOT COVERED | 494011         | 495.00    | 21 | 103.95            |                      |          |
| 65            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Pass Software Module                                                                       | NOT COVERED | 494011         | 395.00    | 21 | 82.95             |                      |          |
| <b>494012</b> |             |                 |                   |      |     |                                                                                                   |             |                |           |    |                   |                      |          |
| 67            | Y           | 10/24/2006      |                   | SW   | 1   | Galaxy Point of Sale Software (w/Ticketing, Network, Discount, Zip, Credit Auth.) (Ticketing POS) | POS License | 494012         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 68            | Y           | 10/24/2006      |                   | SW   | 1   | Galaxy Group Sales Order Entry Software (Ticketing POS)                                           |             | 494012         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 69            | Y           | 10/24/2006      |                   | SW   | 1   | Galaxy Resource Management (Ticketing POS)                                                        |             | 494012         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 70            | Y           | 3/12/2015       |                   | SW   | 1   | Galaxy Pass Software Module                                                                       |             | 494012         | 395.00    | 21 | 82.95             | 82.95                | 82.95    |
| 71            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Stored Value Software Module                                                               | NOT COVERED | 494012         | 495.00    | 21 | 103.95            |                      |          |
| 72            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale<br>Requires SQL 2005 or higher                                       | NOT COVERED | 494012         | 495.00    | 21 | 103.95            |                      |          |
| 73            | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Upsell Point of Sale Software Module                                                       | NOT COVERED | 494012         | 295.00    | 21 | 61.95             |                      |          |

Zoo Miami  
Table A-1, Software and Hardware List \_\_\_\_\_

| Line Item     | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                                                        | Comments    | Serial Numbers | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|---------------|-------------|-----------------|-------------------|------|-----|----------------------------------------------------------------------------------------------------|-------------|----------------|-----------|----|-------------------|----------------------|----------|
| <b>494013</b> |             |                 |                   |      |     |                                                                                                    |             |                |           |    |                   |                      |          |
| 75            | Y           | 10/24/2007      |                   | SW   | 1   | Galaxy Point of Sale Software (w/Ticketing, Network, Discount, Zip, Credit Auth.) (Additional POS) | POS License | 494013         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 76            | Y           | 10/24/2007      |                   | SW   | 1   | Galaxy Group Sales Order Entry Software (Additional POS)                                           |             | 494013         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 77            | Y           | 10/24/2007      |                   | SW   | 1   | Galaxy Resource Management (Additional POS)                                                        |             | 494013         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 78            | Y           | 3/12/2015       |                   | SW   | 1   | Galaxy Pass Software Module                                                                        |             | 494013         | 395.00    | 21 | 82.95             | 82.95                | 82.95    |
| 79            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Stored Value Software Module                                                                | NOT COVERED | 494013         | 495.00    | 21 | 103.95            |                      |          |
| 80            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher                                           | NOT COVERED | 494013         | 495.00    | 21 | 103.95            |                      |          |
| 81            | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Upsell Point of Sale Software Module                                                        | NOT COVERED | 494013         | 295.00    | 21 | 61.95             |                      |          |
| <b>494014</b> |             |                 |                   |      |     |                                                                                                    |             |                |           |    |                   |                      |          |
| 83            | Y           | 3/25/2009       |                   | SW   | 1   | Galaxy Point of Sale Software (w/Ticketing, Network, Discount, Zip, Credit Auth.) (Additional POS) | POS License | 494014         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 84            | Y           | 3/25/2009       |                   | SW   | 1   | Galaxy Group Sales Order Entry Software (Additional POS)                                           |             | 494014         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 85            | Y           | 3/24/2009       |                   | SW   | 1   | Galaxy Resource Management (Additional POS)                                                        |             | 494014         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 86            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Stored Value Software Module                                                                | NOT COVERED | 494014         | 495.00    | 21 | 103.95            |                      |          |
| 87            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher                                           | NOT COVERED | 494014         | 495.00    | 21 | 103.95            |                      |          |
| <b>494015</b> |             |                 |                   |      |     |                                                                                                    |             |                |           |    |                   |                      |          |
| 89            | Y           | 3/25/2009       |                   | SW   | 1   | Galaxy Point of Sale Software (w/Ticketing, Network, Discount, Zip, Credit Auth.) (Additional POS) | POS License | 494015         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 90            | Y           | 3/25/2009       |                   | SW   | 1   | Galaxy Group Sales Order Entry Software (Additional POS)                                           |             | 494015         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 91            | Y           | 3/24/2009       |                   | SW   | 1   | Galaxy Resource Management (Additional POS)                                                        |             | 494015         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 92            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Stored Value Software Module                                                                | NOT COVERED | 494015         | 495.00    | 21 | 103.95            |                      |          |
| 93            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher                                           | NOT COVERED | 494015         | 495.00    | 21 | 103.95            |                      |          |
| <b>494016</b> |             |                 |                   |      |     |                                                                                                    |             |                |           |    |                   |                      |          |
| 95            | Y           | 9/27/2011       |                   | SW   | 1   | Galaxy Point of Sale Software Module (w/Ticketing, Network, Disc., Zip, Credit Auth)               | POS License | 494016         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |

Zoo Miami  
Table A-1. Software and Hardware List

| Line Item     | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                                          | Comments                  | Serial Numbers | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|---------------|-------------|-----------------|-------------------|------|-----|--------------------------------------------------------------------------------------|---------------------------|----------------|-----------|----|-------------------|----------------------|----------|
| 96            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Stored Value Software Module                                                  | NOT COVERED               | 494016         | 495.00    | 21 | 103.95            |                      |          |
| 97            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher                             | NOT COVERED               | 494016         | 495.00    | 21 | 103.95            |                      |          |
| 98            | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Pass Software Module                                                          | NOT COVERED               | 494016         | 395.00    | 21 | 82.95             |                      |          |
| 99            | Y           | 5/7/2021        |                   | SW   | 1   | Resource/Capacity Management for Galaxy POS                                          |                           | 494016         | 315.00    | 21 | 66.15             | 66.15                | 66.15    |
| <b>494017</b> |             |                 |                   |      |     |                                                                                      |                           |                |           |    |                   |                      |          |
| 101           | Y           | 9/27/2011       |                   | SW   | 1   | Galaxy Point of Sale Software Module (w/Ticketing, Network, Disc., Zip, Credit Auth) | POS License               | 494017         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 102           | Y           | 9/27/2011       |                   | SW   | 1   | Galaxy Group Sales Order Entry Software Module                                       |                           | 494017         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 103           | Y           | 9/27/2011       |                   | SW   | 1   | Galaxy Resource Management Software Module                                           |                           | 494017         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 104           | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Stored Value Software Module                                                  | NOT COVERED               | 494017         | 495.00    | 21 | 103.95            |                      |          |
| 105           | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher                             | NOT COVERED               | 494017         | 495.00    | 21 | 103.95            |                      |          |
| 106           | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Pass Software Module                                                          | NOT COVERED               | 494017         | 395.00    | 21 | 82.95             |                      |          |
| <b>494018</b> |             |                 |                   |      |     |                                                                                      |                           |                |           |    |                   |                      |          |
| 108           | N           | 6/5/2012        |                   | SW   | 1   | Galaxy Scanning Controller                                                           | NOT COVERED               | 494018         | 2,500.00  | 21 | 525.00            |                      |          |
| <b>494019</b> |             |                 |                   |      |     |                                                                                      |                           |                |           |    |                   |                      |          |
| 110           | N           | 6/5/2012        |                   | SW   | 1   | Galaxy Scanning Handheld Controller User License                                     | NOT COVERED = ACS License | 494019         | 795.00    | 21 | 166.95            |                      |          |
| <b>494020</b> |             |                 |                   |      |     |                                                                                      |                           |                |           |    |                   |                      |          |
| 112           | N           | 6/5/2012        |                   | SW   | 1   | Galaxy Scanning Handheld Controller User License                                     | NOT COVERED = ACS License | 494020         | 795.00    | 21 | 166.95            |                      |          |
| <b>494021</b> |             |                 |                   |      |     |                                                                                      |                           |                |           |    |                   |                      |          |
| 114           | Y           | 9/7/2012        |                   | SW   | 1   | Galaxy Point of Sale Software w/Ticketing, Network, Disc., Zip, Credit Auth.         | POS License               | 494021         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 115           | Y           | 9/7/2012        |                   | SW   | 1   | Galaxy Group Sales Order Entry                                                       |                           | 494021         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 116           | Y           | 9/7/2012        |                   | SW   | 1   | Galaxy Resource Management                                                           |                           | 494021         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 117           | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Stored Value Software Module                                                  | NOT COVERED               | 494021         | 495.00    | 21 | 103.95            |                      |          |
| 118           | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher                             | NOT COVERED               | 494021         | 495.00    | 21 | 103.95            |                      |          |
| 119           | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Pass Software Module                                                          | NOT COVERED               | 494021         | 395.00    | 21 | 82.95             |                      |          |
| <b>494022</b> |             |                 |                   |      |     |                                                                                      |                           |                |           |    |                   |                      |          |

Zoo Miami  
Table A-1. Software and Hardware List: \_\_\_\_\_

| Line Item            | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                                                                                             | Comments                  | Serial Numbers | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|----------------------|-------------|-----------------|-------------------|------|-----|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------|-----------|----|-------------------|----------------------|----------|
| 121                  | Y           | 9/7/2012        |                   | SW   | 1   | Galaxy Point of Sale Software w/Ticketing, Network, Disc., Zip, Credit Auth.                                                            | POS License               | 494022         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 122                  | Y           | 9/7/2012        |                   | SW   | 1   | Galaxy Group Sales Order Entry                                                                                                          |                           | 494022         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 123                  | Y           | 9/7/2012        |                   | SW   | 1   | Galaxy Resource Management                                                                                                              |                           | 494022         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 124                  | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Stored Value Software Module                                                                                                     | NOT COVERED               | 494022         | 495.00    | 21 | 103.95            |                      |          |
| 125                  | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale<br>Requires SQL 2005 or higher                                                                             | NOT COVERED               | 494022         | 495.00    | 21 | 103.95            |                      |          |
| 126                  | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Pass Software Module                                                                                                             | NOT COVERED               | 494022         | 395.00    | 21 | 82.95             |                      |          |
| <b>494023</b>        |             |                 |                   |      |     |                                                                                                                                         |                           |                |           |    |                   |                      |          |
| 128                  | N           | 9/7/2012        |                   | SW   | 1   | Galaxy Scanning Handheld Controller User License                                                                                        | NOT COVERED - ACS License | 494023         | 795.00    | 21 | 166.95            |                      |          |
| <b>494024</b>        |             |                 |                   |      |     |                                                                                                                                         |                           |                |           |    |                   |                      |          |
| 130                  | N           | 9/7/2012        |                   | SW   | 1   | Galaxy Scanning Handheld Controller User License                                                                                        | NOT COVERED - ACS License | 494024         | 795.00    | 21 | 166.95            |                      |          |
| <b>494025</b>        |             |                 |                   |      |     |                                                                                                                                         |                           |                |           |    |                   |                      |          |
| 132                  | Y           | 3/27/2013       |                   | SW   | 1   | Galaxy Point of Sale Software (Ticketing, Network, Disc, Zip, Credit Auth)                                                              | POS License               | 494025         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 133                  | Y           | 3/27/2013       |                   | SW   | 1   | Galaxy Resource Management Software Module                                                                                              |                           | 494025         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 134                  | Y           | 3/27/2013       |                   | SW   | 1   | Galaxy Group Sales Order Entry Software Module                                                                                          |                           | 494025         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 135                  | Y           | 3/12/2015       |                   | SW   | 1   | Galaxy Pass Software Module                                                                                                             |                           | 494025         | 395.00    | 21 | 82.95             | 82.95                | 82.95    |
| 136                  | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Stored Value Software Module                                                                                                     | NOT COVERED               | 494025         | 495.00    | 21 | 103.95            |                      |          |
| 137                  | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale<br>Requires SQL 2005 or higher                                                                             | NOT COVERED               | 494025         | 495.00    | 21 | 103.95            |                      |          |
| <b>494026 (TEST)</b> |             |                 |                   |      |     |                                                                                                                                         |                           |                |           |    |                   |                      |          |
| 139                  | Y           | 4/10/2013       |                   | SW   | 1   | Galaxy System Administrator Bundle<br>(Includes: POS, Pass, ACS @ POS, POS Scanning UL, Stored Value, Order Entry, Resource Management) | TEST                      | 494026         | 4,485.00  | 21 | 941.85            | 941.85               |          |
| 140                  | Y           | 4/10/2013       |                   | SW   | 1   | Galaxy Scanning Controller                                                                                                              | TEST                      | 494026         | 2,500.00  | 21 | 525.00            | 525.00               |          |
| 141                  | Y           | 5/28/2015       |                   | SW   | 1   | Galaxy Pass & Photo ID Software Module                                                                                                  | TEST                      | 494026         | 995.00    | 21 | 208.95            | 208.95               |          |
| 142                  | Y           | 5/28/2015       |                   | SW   | 1   | Galaxy Stored Value Software Module                                                                                                     | TEST                      | 494026         | 495.00    | 21 | 103.95            | 103.95               |          |
| 143                  | Y           | 5/28/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale<br>Requires SQL 2005 or higher                                                                             | TEST                      | 494026         | 495.00    | 21 | 103.95            | 103.95               |          |
| 144                  | Y           | 5/28/2015       |                   | SW   | 1   | Galaxy Upsell Point of Sale Software Module                                                                                             | TEST                      | 494026         | 295.00    | 21 | 61.95             | 61.95                |          |

Zoo Miami  
Table A-1. Software and Hardware List

| Line Item            | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                                                                                             | Comments    | Serial Numbers | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|----------------------|-------------|-----------------|-------------------|------|-----|-----------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------|-----------|----|-------------------|----------------------|----------|
| <b>494027 (TEST)</b> |             |                 |                   |      |     |                                                                                                                                         |             |                |           |    |                   |                      |          |
| 146                  | Y           | 4/17/2013       |                   | SW   | 1   | Galaxy System Administrator Bundle<br>(Includes: POS, Pass, ACS @ POS, POS Scanning UL, Stored Value, Order Entry, Resource Management) | TEST        | 494027         | 4,485.00  | 21 | 941.85            | 941.85               |          |
| 147                  | Y           | 10/25/2016      |                   | SW   | 1   | Loyalty for Galaxy POS                                                                                                                  | TEST        | 494027         | 295.00    | 21 | 61.95             | 61.95                |          |
| 148                  | Y           | 10/25/2016      |                   | SW   | 1   | Upsell for Galaxy POS                                                                                                                   | TEST        | 494027         | 295.00    | 21 | 61.95             | 61.95                |          |
| <b>494028 (TEST)</b> |             |                 |                   |      |     |                                                                                                                                         |             |                |           |    |                   |                      |          |
| 150                  | Y           | 4/17/2013       |                   | SW   | 1   | Galaxy Scanning Controller                                                                                                              | TEST        | 494028         | 2,500.00  | 21 | 525.00            | 525.00               |          |
| <b>494029</b>        |             |                 |                   |      |     |                                                                                                                                         |             |                |           |    |                   |                      |          |
| 152                  | Y           | 4/26/2013       |                   | SW   | 1   | Galaxy Point of Sale Software (Ticketing, Network, Disc., Zip, Credit Auth)                                                             | POS License | 494029         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 153                  | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Group Sales Order Entry Software Module (Moved from 494033)                                                                      |             | 494029         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 154                  | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Resource Management Software Module (Moved from 494033)                                                                          |             | 494029         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 155                  | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Pass Software Module                                                                                                             | NOT COVERED | 494029         | 395.00    | 21 | 82.95             |                      |          |
| <b>494030</b>        |             |                 |                   |      |     |                                                                                                                                         |             |                |           |    |                   |                      |          |
| 157                  | Y           | 4/26/2013       |                   | SW   | 1   | Galaxy Point of Sale Software (Ticketing, Network, Disc., Zip, Credit Auth)                                                             | POS License | 494030         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 158                  | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Stored Value Software Module                                                                                                     | NOT COVERED | 494030         | 495.00    | 21 | 103.95            |                      |          |
| 159                  | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale                                                                                                            | NOT COVERED | 494030         | 495.00    | 21 | 103.95            |                      |          |
| 160                  | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Pass Software Module                                                                                                             | NOT COVERED | 494030         | 395.00    | 21 | 82.95             |                      |          |
| 161                  | Y           | 12/15/2016      |                   | SW   | 1   | Resource/Capacity Management for Galaxy POS                                                                                             |             | 494030         | 195.00    | 21 | 40.95             | 40.95                | 40.95    |
| 162                  | N           | 12/15/2016      |                   | SW   | 1   | Order Entry for Galaxy POS                                                                                                              | NOT COVERED | 494030         | 195.00    | 21 | 40.95             |                      |          |
| <b>494031 (TEST)</b> |             |                 |                   |      |     |                                                                                                                                         |             |                |           |    |                   |                      |          |
| 164                  | Y           | 8/6/2013        |                   | SW   | 1   | Galaxy System Administrator Bundle<br>(Includes: POS, Pass, ACS @ POS, POS Scanning UL, Stored Value, Order Entry, Resource Management) | TEST        | 494031         | 4,485.00  | 21 | 941.85            | 941.85               |          |
| <b>494032 (TEST)</b> |             |                 |                   |      |     |                                                                                                                                         |             |                |           |    |                   |                      |          |
| 166                  | Y           | 8/6/2013        |                   | SW   | 1   | Galaxy Scanning Controller                                                                                                              | TEST        | 494032         | 2,500.00  | 21 | 525.00            | 525.00               |          |

Zoo Miami  
Table A-1, Software and Hardware List \_\_\_\_\_

| Line Item     | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                                                                   | Comments    | Serial Numbers | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|---------------|-------------|-----------------|-------------------|------|-----|---------------------------------------------------------------------------------------------------------------|-------------|----------------|-----------|----|-------------------|----------------------|----------|
| <b>494033</b> |             |                 |                   |      |     |                                                                                                               |             |                |           |    |                   |                      |          |
| 168           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Front Gate Ticketing Bundle Includes POS, Pass, ACS @ POS, POS Scanning UL, Stored Value | POS License | 494033         | 2,495.00  | 21 | 523.95            | 523.95               | 523.95   |
| 169           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher                                                      | NOT COVERED | 494033         | 495.00    | 21 | 103.95            |                      |          |
| <b>494034</b> |             |                 |                   |      |     |                                                                                                               |             |                |           |    |                   |                      |          |
| 171           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Front Gate Ticketing Bundle Includes POS, Pass, ACS @ POS, POS Scanning UL, Stored Value | POS License | 494034         | 2,495.00  | 21 | 523.95            | 523.95               | 523.95   |
| 172           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher                                                      | NOT COVERED | 494034         | 495.00    | 21 | 103.95            |                      |          |
| <b>494035</b> |             |                 |                   |      |     |                                                                                                               |             |                |           |    |                   |                      |          |
| 174           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Front Gate Ticketing Bundle Includes POS, Pass, ACS @ POS, POS Scanning UL, Stored Value | POS License | 494035         | 2,495.00  | 21 | 523.95            | 523.95               | 523.95   |
| 175           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher                                                      | NOT COVERED | 494035         | 495.00    | 21 | 103.95            |                      |          |
| <b>494036</b> |             |                 |                   |      |     |                                                                                                               |             |                |           |    |                   |                      |          |
| 177           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Front Gate Ticketing Bundle Includes POS, Pass, ACS @ POS, POS Scanning UL, Stored Value | POS License | 494036         | 2,495.00  | 21 | 523.95            | 523.95               | 523.95   |
| 178           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Group Sales Order Entry Software Module (Moved from 494034)                                            |             | 494036         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 179           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Resource Management Software Module (Moved from 494034)                                                | NOT COVERED | 494036         | 995.00    | 21 | 208.95            |                      |          |
| 180           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher                                                      | NOT COVERED | 494036         | 495.00    | 21 | 103.95            |                      |          |
| <b>494037</b> |             |                 |                   |      |     |                                                                                                               |             |                |           |    |                   |                      |          |
| 182           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Front Gate Ticketing Bundle Includes POS, Pass, ACS @ POS, POS Scanning UL, Stored Value | POS License | 494037         | 2,495.00  | 21 | 523.95            | 523.95               | 523.95   |
| 183           | Y           | 4/26/2013       |                   | SW   | 1   | Galaxy Group Sales Order Entry Software Module                                                                |             | 494037         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 184           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher                                                      | NOT COVERED | 494037         | 495.00    | 21 | 103.95            |                      |          |

Zoo Miami  
Table A-1. Software and Hardware List: \_\_\_\_\_

| Line Item     | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                                    | Comments    | Serial Numbers | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|---------------|-------------|-----------------|-------------------|------|-----|--------------------------------------------------------------------------------|-------------|----------------|-----------|----|-------------------|----------------------|----------|
| 185           | N           | 4/26/2013       |                   | SW   | 1   | Galaxy Resource Management Software Module                                     | NOT COVERED | 494037         | 995.00    | 21 | 208.95            |                      |          |
| <b>494041</b> |             |                 |                   |      |     |                                                                                |             |                |           |    |                   |                      |          |
| 187           | Y           | 3/12/2015       |                   | SW   | 1   | Galaxy Point of Sale Software                                                  | POS License | 494041         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 188           | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Pass Software Module                                                    | NOT COVERED | 494041         | 395.00    | 21 | 82.95             |                      |          |
| 189           | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Stored Value Software Module                                            | NOT COVERED | 494041         | 495.00    | 21 | 103.95            |                      |          |
| 190           | N           | 3/12/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale<br>Requires SQL 2005 or higher                    | NOT COVERED | 494041         | 495.00    | 21 | 103.95            |                      |          |
| 191           | Y           | 5/7/2021        |                   | SW   | 1   | Resource/Capacity Management for Galaxy POS                                    |             | 494041         | 315.00    | 21 | 66.15             | 66.15                | 66.15    |
| <b>494042</b> |             |                 |                   |      |     |                                                                                |             |                |           |    |                   |                      |          |
| 193           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                                  | POS License | 494042         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 194           | Y           | 10/24/2006      |                   | SW   | 1   | Galaxy Group Sales Order Entry Software (Ticketing POS)<br>(Moved from 494011) |             | 494042         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 195           | Y           | 10/24/2006      |                   | SW   | 1   | Galaxy Resource Management (Ticketing POS) (Moved<br>from 494011)              |             | 494042         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 196           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Pass Software Module                                                    |             | 494042         | 395.00    | 21 | 82.95             | 82.95                | 82.95    |
| 197           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                            | NOT COVERED | 494042         | 495.00    | 21 | 103.95            |                      |          |
| 198           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale<br>Requires SQL 2005 or higher                    | NOT COVERED | 494042         | 495.00    | 21 | 103.95            |                      |          |
| 199           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Upsell Point of Sale Software Module                                    | NOT COVERED | 494042         | 295.00    | 21 | 61.95             |                      |          |
| <b>494043</b> |             |                 |                   |      |     |                                                                                |             |                |           |    |                   |                      |          |
| 201           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                                  | POS License | 494043         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 202           | Y           | 9/27/2011       |                   | SW   | 1   | Galaxy Group Sales Order Entry Software Module<br>(Moved from 494016)          |             | 494043         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 203           | Y           | 9/27/2011       |                   | SW   | 1   | Galaxy Resource Management Software Module (Moved<br>from 494016)              |             | 494043         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 204           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Pass Software Module                                                    |             | 494043         | 395.00    | 21 | 82.95             | 82.95                | 82.95    |
| 205           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                            | NOT COVERED | 494043         | 495.00    | 21 | 103.95            |                      |          |
| 206           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale<br>Requires SQL 2005 or higher                    | NOT COVERED | 494043         | 495.00    | 21 | 103.95            |                      |          |
| 207           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Upsell Point of Sale Software Module                                    | NOT COVERED | 494043         | 295.00    | 21 | 61.95             |                      |          |
| <b>494044</b> |             |                 |                   |      |     |                                                                                |             |                |           |    |                   |                      |          |
| 209           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                                  | POS License | 494044         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |



Zoo Miami  
Table A-1. Software and Hardware List: \_\_\_\_\_

| Line Item     | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                        | Comments    | Serial Numbers | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|---------------|-------------|-----------------|-------------------|------|-----|--------------------------------------------------------------------|-------------|----------------|-----------|----|-------------------|----------------------|----------|
| 210           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Group Sales Order Entry Software Module (Moved from 494035) |             | 494044         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 211           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Resource Management Software Module (Moved from 494035)     |             | 494044         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 212           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Pass Software Module                                        |             | 494044         | 395.00    | 21 | 82.95             | 82.95                | 82.95    |
| 213           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                | NOT COVERED | 494044         | 495.00    | 21 | 103.95            |                      |          |
| 214           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher           | NOT COVERED | 494044         | 495.00    | 21 | 103.95            |                      |          |
| 215           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Upsell Point of Sale Software Module (Moved from 494055)    | NOT COVERED | 494044         | 295.00    | 21 | 61.95             |                      |          |
| <b>494045</b> |             |                 |                   |      |     |                                                                    |             |                |           |    |                   |                      |          |
| 217           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                      | POS License | 494045         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 218           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Pass Software Module                                        |             | 494045         | 395.00    | 21 | 82.95             | 82.95                | 82.95    |
| 219           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                | NOT COVERED | 494045         | 495.00    | 21 | 103.95            |                      |          |
| 220           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher           | NOT COVERED | 494045         | 495.00    | 21 | 103.95            |                      |          |
| <b>494046</b> |             |                 |                   |      |     |                                                                    |             |                |           |    |                   |                      |          |
| 222           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                      | POS License | 494046         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 223           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Pass Software Module                                        |             | 494046         | 395.00    | 21 | 82.95             | 82.95                | 82.95    |
| 224           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                | NOT COVERED | 494046         | 495.00    | 21 | 103.95            |                      |          |
| 225           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher           | NOT COVERED | 494046         | 495.00    | 21 | 103.95            |                      |          |
| <b>494047</b> |             |                 |                   |      |     |                                                                    |             |                |           |    |                   |                      |          |
| 227           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                      | POS License | 494047         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 228           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Pass Software Module                                        |             | 494047         | 395.00    | 21 | 82.95             | 82.95                | 82.95    |
| 229           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                | NOT COVERED | 494047         | 495.00    | 21 | 103.95            |                      |          |
| 230           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale Requires SQL 2005 or higher           | NOT COVERED | 494047         | 495.00    | 21 | 103.95            |                      |          |
| <b>494048</b> |             |                 |                   |      |     |                                                                    |             |                |           |    |                   |                      |          |
| 232           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                      | POS License | 494048         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 233           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Pass Software Module                                        |             | 494048         | 395.00    | 21 | 82.95             | 82.95                | 82.95    |
| 234           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                | NOT COVERED | 494048         | 495.00    | 21 | 103.95            |                      |          |

Zoo Miami  
Table A-1, Software and Hardware List \_\_\_\_\_

| Line Item     | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                        | Comments    | Serial Numbers | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|---------------|-------------|-----------------|-------------------|------|-----|--------------------------------------------------------------------|-------------|----------------|-----------|----|-------------------|----------------------|----------|
| 235           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale<br>Requires SQL 2005 or higher        | NOT COVERED | 494048         | 495.00    | 21 | 103.95            |                      |          |
| <b>494049</b> |             |                 |                   |      |     |                                                                    |             |                |           |    |                   |                      |          |
| 237           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                      | POS License | 494049         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 238           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Pass Software Module                                        |             | 494049         | 395.00    | 21 | 82.95             | 82.95                | 82.95    |
| 239           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                | NOT COVERED | 494049         | 495.00    | 21 | 103.95            |                      |          |
| 240           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale<br>Requires SQL 2005 or higher        | NOT COVERED | 494049         | 495.00    | 21 | 103.95            |                      |          |
| <b>494050</b> |             |                 |                   |      |     |                                                                    |             |                |           |    |                   |                      |          |
| 242           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                      |             | 494050         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 243           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                | NOT COVERED | 494050         | 495.00    | 21 | 103.95            |                      |          |
| 244           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale<br>Requires SQL 2005 or higher        | NOT COVERED | 494050         | 495.00    | 21 | 103.95            |                      |          |
| 245           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Pass & Photo ID Software Module                             |             | 494050         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| <b>494051</b> |             |                 |                   |      |     |                                                                    |             |                |           |    |                   |                      |          |
| 247           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                      |             | 494051         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 248           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                | NOT COVERED | 494051         | 495.00    | 21 | 103.95            |                      |          |
| 249           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale<br>Requires SQL 2005 or higher        | NOT COVERED | 494051         | 495.00    | 21 | 103.95            |                      |          |
| 250           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Pass & Photo ID Software Module                             |             | 494051         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| <b>494052</b> |             |                 |                   |      |     |                                                                    |             |                |           |    |                   |                      |          |
| 252           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                      | POS License | 494052         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 253           | Y           | 4/26/2013       |                   | SW   | 1   | Galaxy Resource Management Software Module (Moved from 494030)     |             | 494052         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 254           | Y           | 4/26/2013       |                   | SW   | 1   | Galaxy Group Sales Order Entry Software Module (Moved from 494030) |             | 494052         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 255           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Pass Software Module                                        |             | 494052         | 395.00    | 21 | 82.95             | 82.95                | 82.95    |
| 256           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                | NOT COVERED | 494052         | 495.00    | 21 | 103.95            |                      |          |
| 257           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale                                       | NOT COVERED | 494052         | 495.00    | 21 | 103.95            |                      |          |
| 258           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Upsell Point of Sale Software Module (Moved from 494056)    | NOT COVERED | 494052         | 295.00    | 21 | 61.95             |                      |          |
| <b>494053</b> |             |                 |                   |      |     |                                                                    |             |                |           |    |                   |                      |          |

Zoo Miami  
Table A-1. Software and Hardware List: \_\_\_\_\_

| Line Item     | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                                                                                       | Comments    | Serial Numbers | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|---------------|-------------|-----------------|-------------------|------|-----|-----------------------------------------------------------------------------------------------------------------------------------|-------------|----------------|-----------|----|-------------------|----------------------|----------|
| 260           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                                                                                     | POS License | 494053         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 261           | Y           | 12/15/2016      |                   | SW   | 1   | Resource/Capacity Management for Galaxy POS                                                                                       |             | 494053         | 195.00    | 21 | 40.95             | 40.95                | 40.95    |
| 262           | Y           | 12/15/2016      |                   | SW   | 1   | Order Entry for Galaxy POS                                                                                                        |             | 494053         | 195.00    | 21 | 40.95             | 40.95                | 40.95    |
| <b>494054</b> |             |                 |                   |      |     |                                                                                                                                   |             |                |           |    |                   |                      |          |
| 264           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                                                                                     | POS License | 494054         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 265           | Y           | 12/15/2016      |                   | SW   | 1   | Resource/Capacity Management for Galaxy POS                                                                                       |             | 494054         | 195.00    | 21 | 40.95             | 40.95                | 40.95    |
| 266           | Y           | 12/15/2016      |                   | SW   | 1   | Order Entry for Galaxy POS                                                                                                        |             | 494054         | 195.00    | 21 | 40.95             | 40.95                | 40.95    |
| <b>494055</b> |             |                 |                   |      |     |                                                                                                                                   |             |                |           |    |                   |                      |          |
| 268           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                                                                                     | POS License | 494055         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 269           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                                                                               | NOT COVERED | 494055         | 495.00    | 21 | 103.95            |                      |          |
| 270           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale                                                                                                      | NOT COVERED | 494055         | 495.00    | 21 | 103.95            |                      |          |
| 271           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Pass Software Module                                                                                                       | NOT COVERED | 494055         | 395.00    | 21 | 82.95             |                      |          |
| 272           | Y           | 5/7/2021        |                   | SW   | 1   | Resource/Capacity Management for Galaxy POS                                                                                       |             | 494055         | 315.00    | 21 | 66.15             | 66.15                | 66.15    |
| <b>494056</b> |             |                 |                   |      |     |                                                                                                                                   |             |                |           |    |                   |                      |          |
| 274           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                                                                                     | POS License | 494056         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| 275           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Stored Value Software Module                                                                                               | NOT COVERED | 494056         | 495.00    | 21 | 103.95            |                      |          |
| 276           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Loyalty Point of Sale                                                                                                      | NOT COVERED | 494056         | 495.00    | 21 | 103.95            |                      |          |
| 277           | N           | 4/1/2016        |                   | SW   | 1   | Galaxy Pass Software Module                                                                                                       | NOT COVERED | 494056         | 395.00    | 21 | 82.95             |                      |          |
| 278           | Y           | 5/7/2021        |                   | SW   | 1   | Resource/Capacity Management for Galaxy POS                                                                                       |             | 494056         | 315.00    | 21 | 66.15             | 66.15                | 66.15    |
| <b>494057</b> |             |                 |                   |      |     |                                                                                                                                   |             |                |           |    |                   |                      |          |
| 280           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                                                                                     | POS License | 494057         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| <b>494058</b> |             |                 |                   |      |     |                                                                                                                                   |             |                |           |    |                   |                      |          |
| 282           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                                                                                     | POS License | 494058         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| <b>494059</b> |             |                 |                   |      |     |                                                                                                                                   |             |                |           |    |                   |                      |          |
| 284           | Y           | 4/1/2016        |                   | SW   | 1   | Galaxy Point of Sale Software                                                                                                     | POS License | 494059         | 1,995.00  | 21 | 418.95            | 418.95               | 418.95   |
| <b>494060</b> |             |                 |                   |      |     |                                                                                                                                   |             |                |           |    |                   |                      |          |
| 286           | Y           | 6/25/2015       |                   | SW   | 1   | Galaxy System Administrator Bundle Includes POS, Pass, ACS @ POS, POS Scanning UL, Stored Value, Order Entry, Resource Management | TEST        | 494060         | 4,485.00  | 21 | 941.85            | 941.85               |          |

Zoo Miami  
Table A-1. Software and Hardware List

| Line Item     | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                                                                   | Comments    | Serial Numbers | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|---------------|-------------|-----------------|-------------------|------|-----|---------------------------------------------------------------------------------------------------------------|-------------|----------------|-----------|----|-------------------|----------------------|----------|
| 287           | Y           | 6/25/2015       |                   | SW   | 1   | Galaxy Loyalty Point of Sale                                                                                  | TEST        | 494060         | 495.00    | 21 | 103.95            | 103.95               |          |
| 288           | Y           | 6/25/2015       |                   | SW   | 1   | Galaxy Upsell Point of Sale Software Module                                                                   | TEST        | 494060         | 295.00    | 21 | 61.95             | 61.95                |          |
| <b>494061</b> |             |                 |                   |      |     |                                                                                                               |             |                |           |    |                   |                      |          |
| 290           | Y           | 5/2/2016        |                   | SW   | 1   | Galaxy Point of Sale Front Gate Ticketing Bundle Includes POS, Pass, ACS @ POS, POS Scanning UL, Stored Value | POS License | 494061         | 2,495.00  | 21 | 523.95            | 523.95               | 523.95   |
| <b>494062</b> |             |                 |                   |      |     |                                                                                                               |             |                |           |    |                   |                      |          |
| 292           | Y           | 5/2/2016        |                   | SW   | 1   | Galaxy Point of Sale Front Gate Ticketing Bundle Includes POS, Pass, ACS @ POS, POS Scanning UL, Stored Value | POS License | 494062         | 2,495.00  | 21 | 523.95            | 523.95               | 523.95   |
| <b>494063</b> |             |                 |                   |      |     |                                                                                                               |             |                |           |    |                   |                      |          |
| 294           | Y           | 5/2/2016        |                   | SW   | 1   | Galaxy Point of Sale Front Gate Ticketing Bundle Includes POS, Pass, ACS @ POS, POS Scanning UL, Stored Value | POS License | 494063         | 2,495.00  | 21 | 523.95            | 523.95               | 523.95   |
| <b>494064</b> |             |                 |                   |      |     |                                                                                                               |             |                |           |    |                   |                      |          |
| 296           | Y           | 12/15/2016      |                   | SW   | 1   | Galaxy Ticketing POS                                                                                          | POS License | 494064         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 297           | Y           | 12/15/2016      |                   | SW   | 1   | Resource/Capacity Management for Galaxy POS                                                                   |             | 494064         | 195.00    | 21 | 40.95             | 40.95                | 40.95    |
| 298           | Y           | 12/15/2016      |                   | SW   | 1   | Order Entry for Galaxy POS                                                                                    |             | 494064         | 195.00    | 21 | 40.95             | 40.95                | 40.95    |
| <b>494065</b> |             |                 |                   |      |     |                                                                                                               |             |                |           |    |                   |                      |          |
| 300           | Y           | 8/3/2018        |                   | SW   | 1   | Galaxy Ticketing POS                                                                                          | POS License | 494065         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 301           | Y           | 8/3/2018        |                   | SW   | 1   | Admission Control for Galaxy POS                                                                              |             | 494065         | 295.00    | 21 | 61.95             | 61.95                | 61.95    |
| <b>494066</b> |             |                 |                   |      |     |                                                                                                               |             |                |           |    |                   |                      |          |
| 303           | Y           | 8/3/2018        |                   | SW   | 1   | Galaxy Ticketing POS                                                                                          | POS License | 494066         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 304           | Y           | 8/23/2018       |                   | SW   | 1   | Order Entry for Galaxy POS                                                                                    |             | 494066         | 295.00    | 21 | 61.95             | 61.95                | 61.95    |
| <b>494067</b> |             |                 |                   |      |     |                                                                                                               |             |                |           |    |                   |                      |          |
| 306           | Y           | 8/3/2018        |                   | SW   | 1   | Galaxy Ticketing POS                                                                                          | POS License | 494067         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 307           | Y           | 8/23/2018       |                   | SW   | 1   | Order Entry for Galaxy POS                                                                                    |             | 494067         | 295.00    | 21 | 61.95             | 61.95                | 61.95    |
| <b>494068</b> |             |                 |                   |      |     |                                                                                                               |             |                |           |    |                   |                      |          |
| 309           | Y           | 8/3/2018        |                   | SW   | 1   | Galaxy Ticketing POS                                                                                          | POS License | 494068         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |

Zoo Miami  
Table A-1. Software and Hardware List \_\_\_\_\_

| Line Item     | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                 | Comments     | Serial Numbers | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|---------------|-------------|-----------------|-------------------|------|-----|---------------------------------------------|--------------|----------------|-----------|----|-------------------|----------------------|----------|
| <b>494069</b> |             |                 |                   |      |     |                                             |              |                |           |    |                   |                      |          |
| 311           | Y           | 8/3/2018        |                   | SW   | 1   | Galaxy Ticketing POS                        | POS License  | 494069         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| <b>494070</b> |             |                 |                   |      |     |                                             |              |                |           |    |                   |                      |          |
| 313           | Y           | 8/3/2018        |                   | SW   | 1   | Galaxy Ticketing POS                        | POS License  | 494070         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| <b>494071</b> |             |                 |                   |      |     |                                             |              |                |           |    |                   |                      |          |
| 315           | Y           | 8/3/2018        |                   | SW   | 1   | Galaxy Ticketing POS                        | POS License  | 494071         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| <b>494072</b> |             |                 |                   |      |     |                                             |              |                |           |    |                   |                      |          |
| 317           | Y           | 8/3/2018        |                   | SW   | 1   | Galaxy Ticketing POS                        | POS License  | 494072         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| <b>494073</b> |             |                 |                   |      |     |                                             |              |                |           |    |                   |                      |          |
| 319           | Y           | 8/3/2018        |                   | SW   | 1   | Galaxy Ticketing POS                        | POS License  | 494073         | 995.00    | 21 | 208.95            | 208.95               | 208.95   |
| 320           | Y           | 9/14/2022       |                   | SW   | 1   | Admission Control for Galaxy POS            |              | 494073         | 315.00    | 21 | 66.15             | 66.15                | 66.15    |
| 321           | Y           | 5/7/2021        |                   | SW   | 1   | Resource/Capacity Management for Galaxy POS |              | 494073         | 315.00    | 21 | 66.15             | 66.15                | 66.15    |
| <b>494074</b> |             |                 |                   |      |     |                                             |              |                |           |    |                   |                      |          |
| 323           | Y           | 8/24/2018       |                   | SW   | 1   | eGalaxy Server (for Galaxy Connect)         | Non-billable | 494074         |           | 21 |                   |                      |          |
| <b>494075</b> |             |                 |                   |      |     |                                             |              |                |           |    |                   |                      |          |
| 325           | N           | 9/12/2018       |                   | SW   | 1   | eGalaxy Server                              | NOT COVERED  | 494075         | 7,495.00  | 21 | 1,573.95          |                      |          |
| <b>494076</b> |             |                 |                   |      |     |                                             |              |                |           |    |                   |                      |          |
| 327           | N           | 9/12/2018       |                   | SW   | 1   | eGalaxy Server                              | NOT COVERED  | 494076         | 7,495.00  | 21 | 1,573.95          |                      |          |
| <b>494077</b> |             |                 |                   |      |     |                                             |              |                |           |    |                   |                      |          |
| 329           | N           | 9/27/2018       |                   | SW   | 1   | eGalaxy Web Store                           | NOT COVERED  | 494077         | 14,995.00 | 21 | 3,148.95          |                      |          |
| 330           | N           | 9/12/2018       |                   | SW   | 1   | eGalaxy Resource/Capacity Management        | NOT COVERED  | 494077         | 2,495.00  | 21 | 523.95            |                      |          |
| 331           | N           | 9/27/2018       |                   | SW   | 1   | eGalaxy Group Sales                         | NOT COVERED  | 494077         | 9,995.00  | 21 | 2,098.95          |                      |          |
| <b>494080</b> |             |                 |                   |      |     |                                             |              |                |           |    |                   |                      |          |
| 333           | Y           | 12/27/2019      |                   | SW   | 1   | Galaxy Ticketing POS                        | POS License  | 494080         | 1,035.00  | 21 | 217.35            | 217.35               | 217.35   |
| <b>494081</b> |             |                 |                   |      |     |                                             |              |                |           |    |                   |                      |          |

Zoo Miami  
Table A-1, Software and Hardware List: \_\_\_\_\_

| Line Item                                          | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                                                                  | Comments    | Serial Numbers | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|----------------------------------------------------|-------------|-----------------|-------------------|------|-----|--------------------------------------------------------------------------------------------------------------|-------------|----------------|-----------|----|-------------------|----------------------|----------|
| 335                                                | Y           | 12/27/2019      |                   | SW   | 1   | Galaxy Ticketing POS                                                                                         | POS License | 494081         | 1,035.00  | 21 | 217.35            | 217.35               | 217.35   |
| <b>494082</b>                                      |             |                 |                   |      |     |                                                                                                              |             |                |           |    |                   |                      |          |
| 337                                                | Y           | 12/27/2019      |                   | SW   | 1   | Galaxy Ticketing POS                                                                                         | POS License | 494082         | 1,035.00  | 21 | 217.35            | 217.35               | 217.35   |
| 338                                                | Y           | 6/12/2023       |                   | SW   | 1   | Resource/Capacity Management for Galaxy POS                                                                  |             | 494082         | 315.00    | 21 | 66.15             | 66.15                | 66.15    |
| <b>494083</b>                                      |             |                 |                   |      |     |                                                                                                              |             |                |           |    |                   |                      |          |
| 340                                                | Y           | 12/27/2019      |                   | SW   | 1   | Galaxy Ticketing POS                                                                                         | POS License | 494082         | 1,035.00  | 21 | 217.35            | 217.35               | 217.35   |
| <b>494084</b>                                      |             |                 |                   |      |     |                                                                                                              |             |                |           |    |                   |                      |          |
| 342                                                | Y           | 12/1/2021       |                   | SW   | 1   | Galaxy Server                                                                                                | TEST        | 494084         | 7,795.00  | 21 | 1,636.95          | 1,636.95             | -        |
| <b>494085</b>                                      |             |                 |                   |      |     |                                                                                                              |             |                |           |    |                   |                      |          |
| 344                                                | Y           | 7/14/2023       |                   | SW   | 1   | Galaxy Ticketing POS                                                                                         |             | 494085         | 1,035.00  | 21 | 217.35            | 217.35               | 217.35   |
| 345                                                | Y           | 7/14/2023       |                   | SW   | 1   | Order Entry for Galaxy POS                                                                                   |             | 494085         | 315.00    | 21 | 66.15             | 66.15                | 66.15    |
| 346                                                | Y           | 7/14/2023       |                   | SW   | 1   | Resource/Capacity Management for Galaxy POS                                                                  |             | 494085         | 315.00    | 21 | 66.15             | 66.15                | 66.15    |
| <b>494086</b>                                      |             |                 |                   |      |     |                                                                                                              |             |                |           |    |                   |                      |          |
| 348                                                | Y           | 7/14/2023       |                   | SW   | 1   | Galaxy Ticketing POS                                                                                         |             | 494086         | 1,035.00  | 21 | 217.35            | 217.35               | 217.35   |
| 349                                                | Y           | 7/14/2023       |                   | SW   | 1   | Order Entry for Galaxy POS                                                                                   |             | 494086         | 315.00    | 21 | 66.15             | 66.15                | 66.15    |
| 350                                                | Y           | 7/14/2023       |                   | SW   | 1   | Resource/Capacity Management for Galaxy POS                                                                  |             | 494086         | 315.00    | 21 | 66.15             | 66.15                | 66.15    |
| <b>SERIAL NUMBERS TO BE DETERMINED BY CUSTOMER</b> |             |                 |                   |      |     |                                                                                                              |             |                |           |    |                   |                      |          |
| 352                                                | N           | 4/1/2016        |                   | SW   | 6   | Galaxy Stored Value Software Module (purchased total of 27 but only allocated 21)                            | NOT COVERED | TBD            | 495.00    | 21 | 103.95            | -                    | -        |
| 353                                                | N           | 4/1/2016        |                   | SW   | 5   | Galaxy Loyalty Point of Sale Software Module (purchased total of 27 but only allocated 21)                   | NOT COVERED | TBD            | 495.00    | 21 | 103.95            | -                    | -        |
| 354                                                | N           | 4/1/2016        |                   | SW   | 2   | Galaxy Pass Software Module (purchased total of 20 but only allocated 18)                                    | NOT COVERED | TBD            | 395.00    | 21 | 82.95             | -                    | -        |
| <b>HARDWARE</b>                                    |             |                 |                   |      |     |                                                                                                              |             |                |           |    |                   |                      |          |
| 356                                                | Y           | 9/20/2023       | 2/1/2026          | HW   | 5   | KIS-17" Open-Frame Multi-Touch PCAP Monitor w/controller board, 1600 NIT, Power Supply (1) adapter brackets" |             |                | 2,710.00  | 21 | 569.10            | 569.10               | 2,845.50 |
| <b>NOT COVERED</b>                                 |             |                 |                   |      |     |                                                                                                              |             |                |           |    |                   |                      |          |
| 358                                                | N           | 9/28/2022       | 2/1/2037          | HW   | 2   | Lemur-S (46 sp opto CD1) display, cutter, 200dpi, RADIW-2.0 upg, top opto                                    | NOT COVERED | 500522, 500523 | 1,575.00  | 21 | 330.75            | -                    | -        |

Zoo Miami  
Table A-1. Software and Hardware List

| Line Item | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                                                                                                             | Comments    | Serial Numbers                                                         | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|-----------|-------------|-----------------|-------------------|------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------------------------------------------|-----------|----|-------------------|----------------------|----------|
| 359       | N           | 2/11/2021       | 2/1/2026          | HW   | 1   | Web DT311T Intel i7, Win10 IoT, 128GB Flash, 16GB RAM, Front Camera (UCCD-311F), 2d Scanner (US2D-311), Upgrade 60w to 90w (UBATT-001)                  | NOT COVERED | 11TW11949Y875,<br>11TW11949Y864,<br>11TW11949Y848,<br>11TW11949Y873    | 2,555.00  | 21 | 536.55            |                      |          |
| 360       | N           | 2/11/2021       | 2/1/2026          | HW   | 1   | DT311T Desktop Charging Cradle                                                                                                                          | NOT COVERED | N/A                                                                    | 85.00     | 21 | 17.85             |                      |          |
| 361       | N           | 7/14/2021       | 2/1/2031          | HW   | 3   | Lemur-S (46 sp opto CD1) display, cutter, 200dpi, RADJW-2.0 upg, top opto                                                                               | NOT COVERED | 463413, 463414,<br>463415                                              | 1,575.00  | 21 | 330.75            |                      |          |
| 362       | N           | 3/12/2015       | 9/30/2020         | HW   | 1   | KIS Stainless Steel Podium with 17" Touchscreen                                                                                                         | NOT COVERED | 83388, 83391, 83392,<br>83394                                          | 9,700.00  | 21 | 2,037.00          |                      |          |
| 363       | N           | 9/27/2011       |                   | HW   | 2   | E56000 15" 4GB Capacitive Touchscreen Win 7 Adesso USB Keyboard Mini Black""""                                                                          | NOT COVERED | SA11504262,<br>SA11601419                                              | 2,780.00  | 21 | 583.80            |                      |          |
| 364       | N           | 12/9/2013       |                   | HW   | 3   | EverServ 7700 with 15" Touch                                                                                                                            | NOT COVERED | SA13318969,<br>SA13319073,<br>SA13319109                               | 2,515.00  | 21 | 528.15            |                      |          |
| 365       | N           | 1/6/2005        |                   | SW   | 1   | Galaxy Concentrator Software                                                                                                                            | NOT COVERED | 494009                                                                 | 2,500.00  | 21 | 525.00            |                      |          |
| 366       | N           | 1/6/2005        |                   | HW   | 7   | Magtek Wedge MSR 2-Track PS/2 Swipes                                                                                                                    | NOT COVERED | A037W30, A037W4H,<br>A03FHAP, A03H4HX,<br>A03HYVY, A03HYXC,<br>A03KDC3 | 120.00    | 21 | 25.20             |                      |          |
| 367       | N           | 10/24/2006      |                   | HW   | 2   | Magtek Mini USB Wedge, Black, USB                                                                                                                       | NOT COVERED | X00YXFR, X00YXFX                                                       | 60.00     | 21 | 12.60             |                      |          |
| 368       | N           | 10/24/2007      |                   | HW   | 1   | Magtek Mini USB Wedge, Black, USB                                                                                                                       | NOT COVERED | Xx01k9xy                                                               | 60.00     | 21 | 12.60             |                      |          |
| 369       | N           | 3/13/2008       |                   | HW   | 7   | Magtek Mini USB Wedge, Black, USB                                                                                                                       | NOT COVERED | X01NAHC, X01NAKL                                                       | 60.00     | 21 | 12.60             |                      |          |
| 370       | N           | 1/16/2009       |                   | HW   | 2   | Boca Mini Plus (46) 2.0", 200dpi, Horizontal, Parallel Printer                                                                                          | NOT COVERED | 209171, 209172                                                         | 1,640.00  | 21 | 344.40            |                      |          |
| 371       | N           | 6/5/2012        |                   | HW   | 2   | Motorola MC55A 2D Mobile Handheld Computer MC55A Handheld w/2D Barcode Scanner, Numeric Keypad, w/Extended Battery MC55 Cradle Kit MCXX USB Cable for C | NOT COVERED | 12018521400895,<br>12125521401259                                      | 1,745.00  | 21 | 366.45            |                      |          |
| 372       | N           | 9/7/2012        |                   | HW   | 2   | Honeywell MS9540 Handheld 1D                                                                                                                            | NOT COVERED | 2R12221217,<br>2R12241865                                              | 170.00    | 21 | 35.70             |                      |          |
| 373       | N           | 9/7/2012        |                   | HW   | 2   | Motorola MC55A 2D Mobile                                                                                                                                | NOT COVERED | S12084521401111,<br>S12084521401322                                    | 1,755.00  | 21 | 368.55            |                      |          |
| 374       | N           | 3/27/2013       |                   | HW   | 2   | Epson TM88 Thermal Receipt Printer (USB)                                                                                                                | NOT COVERED | MXKF140890,<br>MXKF144666                                              | 395.00    | 21 | 82.95             |                      |          |
| 375       | N           | 4/26/2013       |                   | HW   | 2   | Epson TM88 Thermal Receipt Printer (USB)                                                                                                                | NOT COVERED | MXKF144828,<br>MXKF144830                                              | 395.00    | 21 | 82.95             |                      |          |

Zoo Miami  
Table A-1. Software and Hardware List: \_\_\_\_\_

| Line Item | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                                                                                                                 | Comments                   | Serial Numbers                                                                                                 | Cost Each | %  | Annual Maint Each | Pro-Rated Maint Each | Subtotal |
|-----------|-------------|-----------------|-------------------|------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------|-----------|----|-------------------|----------------------|----------|
| 376       | N           | 6/25/2013       |                   | HW   | 1   | Lemur-S (CI) 2.0" 200dpi (46) BLACK<br><br>Display, Horizontal, Cash Drawer Interface, Cutter<br><br>Provide following details:<br>Parallel <sup>****</sup> | NOT COVERED                | 290615                                                                                                         | 1,665.00  | 21 | 349.65            |                      |          |
| 377       | N           | 6/25/2012       |                   | TSW  | 2   | Motorola MC55 5 Yr Comp. Service Contract - Expires 6/24/17                                                                                                 | NOT COVERED - Non-billable | 12018521400895, 12125521401259                                                                                 | 348.00    | 21 | 73.08             |                      |          |
| 378       | N           | 10/5/2012       |                   | TSW  | 2   | Motorola MC55 5 YR Comp.                                                                                                                                    | NOT COVERED - Non-billable | S12084521401111, S12084521401322                                                                               | 382.00    | 21 | 80.22             |                      |          |
| 379       | N           | 3/12/2015       |                   | HW   | 8   | KIS Stainless Steel Podium with 17" Touchscreen                                                                                                             | NOT COVERED -              | 83387, 83388, 83389, 83390, 83391, 83392, 83393, 83394                                                         | 9,700.00  | 21 | 2,037.00          |                      |          |
| 380       | N           | 3/12/2015       |                   | HW   | 4   | Trilock 75ES Turnstile (need to complete option checklist for pricing)                                                                                      | NOT COVERED -              | 75-006465, 75-006466, 75-006467, 75-006468                                                                     | 6,980.00  | 21 | 1,465.80          |                      |          |
| 381       | N           | 3/12/2015       |                   | HW   | 8   | UNO-2174a Biscuit PC with 64GB SSD                                                                                                                          | NOT COVERED -              | ACF4000679, ACF4000680, ACF4000681, ACF4000682, "ACF4000683", "ACF4000684", "ACF4000685", "ACF4000686"<br>**** | 1,625.00  | 21 | 341.25            |                      |          |
| 382       | N           | 3/12/2015       |                   | HW   | 4   | Digital I/O Counting Board Boon Edam Turnstile (Galaxy Version 6.2.4 or newer)                                                                              | NOT COVERED -              | N/A                                                                                                            | 270.00    | 21 | 56.70             |                      |          |
| 383       | N           | 3/12/2015       |                   | HW   | 5   | Lemur-K (C) 2.0" 200dpi (46) Cutter, TM RJ11 Interface - Standard Outboard opto placement<br>Same as Radiant Configuration <sup>***</sup>                   | NOT COVERED -              | 323317, 323318, 323319, 323320, 323321                                                                         | 1,210.00  | 21 | 254.10            |                      |          |
| 384       | N           | 3/12/2015       |                   | HW   | 2   | Lemur-K (C) 2.0" 200dpi (46) Cutter, TM RJ11 Interface - Standard Outboard opto placement<br>Same as Radiant Configuration <sup>***</sup>                   | NOT COVERED -              | 323322, 323323                                                                                                 | 1,210.00  | 21 | 254.10            |                      |          |
| 385       | N           | 3/12/2015       |                   | HW   | 1   | UNO-2174a Biscuit PC with 64GB SSD                                                                                                                          | NOT COVERED -              | ACF4000687                                                                                                     | 1,625.00  | 21 | 341.25            |                      |          |
| 386       | N           | 3/12/2015       |                   | HW   | 4   | Lemur-S (CI) 2.0" 200dpi (46) RADJW Display, Horizontal, Cash Drawer Interface, Cutter<br>Provide following details: Serial or Parallel <sup>***</sup>      | NOT COVERED -              | 323308, 323309, 323310, 323311                                                                                 | 1,670.00  | 21 | 350.70            |                      |          |
| 387       | N           | 3/12/2015       |                   | HW   | 4   | Magtek 3-Track MSR (USB) HID                                                                                                                                | NOT COVERED -              | B2B37D9, B2B37E6, B2B37F1, B2B37F8                                                                             | 65.00     | 21 | 13.65             |                      |          |



Zoo Miami  
Table A-1. Software and Hardware List: \_\_\_\_\_

| Line Item | Covered Y/N | Activation Date | Deactivation Date | Kind | Qty | Description                                                                                                                                  | Comments    | Serial Numbers                         | Cost Each        | %                | Annual Maint Each | Pro-Rated Maint Each | Subtotal         |
|-----------|-------------|-----------------|-------------------|------|-----|----------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------------------|------------------|------------------|-------------------|----------------------|------------------|
| 388       | N           | 3/12/2015       |                   | HW   | 5   | Lemur-S (C) 2.0" 200dpi (46) RADJW Display, Horizontal, Cash Drawer Interface, Cutter<br>Provide following details: Serial or Parallel***    | NOT COVERED | 323312, 323313, 323314, 323315, 323316 | 1,670.00         | 21               | 350.70            |                      |                  |
| 389       | N           | 2/24/2016       |                   | HW   | 2   | Lemur-K (CE) 2.0" 200dpi (46) Cutter, TM RJ11 Interface - Standard Outboard opto placement, Ethernet<br>Specify Kiosk Manufacturer***        | NOT COVERED | 360828, 360829                         | 1,280.00         | 21               | 268.80            |                      |                  |
| 390       | N           | 5/24/2016       |                   | HW   | 3   | Lemur-K (CE) 2.0" 200dpi (46) Cutter, TM RJ11 Interface - Standard Outboard opto placement, Ethernet<br>Specify Kiosk Manufacturer***        | NOT COVERED | 365663, 365664, 365665                 | 1,280.00         | 21               | 268.80            |                      |                  |
| 391       | N           | 8/3/2018        | 2/1/2019          | HW   | 2   | Lemur-S (C) 2.0" 200dpi (46) RADJW Display, Horizontal, Cash Drawer Interface, Cutter<br>Provide following details: Serial or Parallel***    | NOT COVERED | 416335, 416336                         | 1,665.00         | 21               | 349.65            |                      |                  |
| 392       | N           | 8/3/2018        | 2/1/2019          | HW   | 2   | Lemur-K (CE) 2.0" 200dpi (46) Cutter, RADJW, TM RJ11 Interface - Standard Outboard opto placement, Ethernet<br>***Printer for a KIS Kiosk*** | NOT COVERED | TBD, TBD                               | 1,280.00         | 21               | 268.80            |                      |                  |
|           |             | 2/1/2025        |                   |      |     | <b>Total</b>                                                                                                                                 |             |                                        |                  |                  |                   |                      | <b>39,291.00</b> |
|           |             |                 |                   |      |     |                                                                                                                                              |             |                                        | Amount           | SW Value         | HW Value          | TSW Value            | WHF Value        |
|           |             |                 |                   |      |     |                                                                                                                                              |             |                                        | <b>39,291.00</b> | <b>36,445.50</b> | <b>2,845.50</b>   | -                    | -                |