

SPECIFICATION FOR COMMON USE TERMINAL EQUIPMENT (CUTE) AND COMMON USE PASSENGER PROCESSING SYSTEMS (CUPPS)

1. DEFINITIONS:

- 1.1. Airport – Miami International Airport
- 1.2. AOR – Authorized Owner Representative
- 1.3. ATB- Automatic Ticket Boarding Pass Printer
- 1.4. Availability – the ratio of the number of minutes on each date that the CUPPS is fully operational to the number of minutes on each date the CUPPS is scheduled to be operational expressed as a percentage.
- 1.5. BGR –Boarding Gate Reader
- 1.6. BHS – Baggage Handling System
- 1.7. BMS – Building Management System
- 1.8. BTP – Baggage Tag printer
- 1.9. Commencement Date – the date on which the Contract work must start as stated in the Notice to Proceed Letter
- 1.10. CUPPS – Common Use Passenger Processing Systems – <http://www.cupps.aero>
- 1.11. CUPPS Core – the central components made up of servers, gateways, routers, switches and software that enable the client workstations and printers to operate in a CUPPS environment. Typically located in a central computer room, the CUPS Core requires systems level support and operation.
- 1.12. CUPPS Platform – is an IT environment that supports applications for one or more application providers (usually airlines or other entities operating in an airport environment). A CUPPS Platform conforms to the platform standards defined in the CUPPS Technical Specification.
- 1.13. CUSS – Common Use Self Service

- 1.14. CUTE – Common Use Terminal Equipment
- 1.15. DCP – Document Control Printer
- 1.16. Final Acceptance Date – the date following satisfactory completion of Final Acceptance Testing of the CUPPS as determined by the Owner.
- 1.17. Final Acceptance Testing – is defined as certification in writing by the Authorized Owner Representative that all hardware, firmware, and software have been properly installed.
- 1.18. Firmware – Software stored in read-only memory (ROM or programmable ROM (PROM))
- 1.19. Gateway – a combination of hardware and software that interconnects the Owner’s Local Area Network (LAN) and the airline’s Wide Area Network (WAN)
- 1.20. HTTP – HyperText Transfer Protocol
- 1.21. IATA – International Air Transport Association
- 1.22. Implementation Plan – description of the Contractor’s approach to a successful implementation of CUPPS at MIA.
- 1.23. IWS – Individual WorkStation
- 1.24. LAN – Local Area Network
- 1.25. LDCS – Local Departure Control System
- 1.26. MDAD- Miami-Dade Aviation Department
- 1.27. MIA – Miami International Airport
- 1.28. Notice to Proceed – a letter issued by the Owner after the Contract has been fully executed by both parties to the Contractor to authorize the Contractor to proceed with the work to be provided pursuant to the Contract
- 1.29. Owner – Miami-Dade Aviation Department
- 1.30. PCI-DSS – payment Card Industry Data Security Standard – <https://www.pcisecuritystandards.org>

- 1.31. PCI Ready – SITA’s proposed AirportConnect platform is ready to enable the overall common use system to meet PCI compliance requirements. As stated in the CUPPS Technical Specification, the system "does not prevent customers from meeting the PCI DSS." Common use payment services that comply with PCI requirements can be made available when available in the market. This service is dependent on airline applications.
- 1.32. PNL – Passenger Name List
- 1.33. SITA – Societe Internationale Telecommunications Aeronautiques
- 1.34. SLA – Service Level Agreement
- 1.35. TCP/IP – Transmission Control Protocol/Internet Protocol
- 1.36. UPS – Uninterruptible Power Supply
- 1.37. WAN – Wide Area Network
- 1.38. Workstation – CUPPS Windows based computer with monitor

PAYMENT SCHEDULE:

The Contractor shall invoice monthly. A separate invoice is required for each month. Invoices shall be numbered sequentially. The contractor shall be paid in monthly installments for the services rendered during that month per unit prices found **in Exhibit X – Price Schedule.**

Compensation to the Contractor for any Additional Work shall be made in conformance with these contract documents. The Contractor will be compensated for actual costs incurred in the performance of the Additional Work.

In accordance with Miami-Dade County Code Section 2-8.8, as a condition of final payment under this Agreement, the Contractor shall identify all sub-consultants/subcontractors used for the Services, the amount of each subcontract, and the amount paid and to be paid to each sub- consultant/subcontractor.

Allowance Accounts

Certain portions of work which may be required to be performed by the Contractor under this Agreement are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Agreement as a specific line item(s) entitled General Allowance Account.

The General Allowance Account shall be used to reimburse the Contractor for the actual costs for furnishing all labor, materials, equipment and services necessary for modifications or Additional Work required to complete the Project because of unforeseeable conditions; or for adjusting quantities specified in the Technical

Specifications to conform to actual quantities installed resulting from changes in the Work.

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

When work is to be performed under the Allowance Account(s), if any, the work shall be integrated into the Agreement as a part of the Contract as awarded.

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

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

At Agreement closeout, the Agreement amount shall be decreased to reflect unexpended amounts under the Allowance Account.

Scope of Services

The Contractor shall provide the hardware, software, professional services, and maintenance services for the Common Use Terminal Equipment (CUTE) system used by the Miami-Dade Aviation Department (MDAD). The Contractor shall provide an operable and acceptable CUPPS, including associated gateways for each airline that is dependent on a remote host computer for departure control, and a Local Departure Control System (LDCS) for each airline that operates independent of a remote host computer, and other related components.

The work to be performed by Contractor under this agreement is identified below and described in further detail in the Contractor's Statement of Work attached hereto as Exhibit A:

- A. Core Infrastructure Upgrade to include:
 - Integration of APC support team into the overall MIA project to provide flexibility in coverage and overall site efficiency.
 - AirportConnect Common Use platform (CUTE/CUPPS & CUSS) migration to SITA's Next Generation Platform
- B. CUPPS Hardware Refresh to include:
 - Added 30 – S4 Freestanding Kiosks with 25% ADA and PCI combability.
 - Network hardware to interface between the MDAD and SITA Network
 - Upgraded Racks for the Core Room
- C. Adding BagMessage to the Central Terminal and continuing the service at North and South Terminal
- D. MaestroDCS Local
- E. Mobile App on-going support
- F. On-site support including an additional maintenance technician
- G. Consumables
- H. Additional beacon spares
- I. Maintenance and Support of all systems under this agreement deployed at MIA

REGULATIONS:

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.

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

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

CONTRACTOR'S PERSONNEL:

Contractor will abide by all Federal, State and local regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964 as amended, and the Americans with Disabilities Act.

Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.

Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Owner's premises prior to such employee having been tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Owner, if requested.

Contractor shall transfer promptly from the airport any employee or employees that the Owner advises are not satisfactory and replace such personnel with employees satisfactory to the Owner; but in no event shall Owner be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.

The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenant, customers or other persons at Miami International Airport. The Contractor shall be responsible for ensuring that all articles found by its employees on Owner's premises are turned over to the Owner or the Owner's designated agent in charge of such articles.

A valid Florida driver license (Commercial Drive license, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Miami International Airport. Each of the Contractor's motor vehicles brought onto the Owner's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.

While working on airport property all Contractors' employees shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

Contractor shall provide personnel to operate and maintain the CUPPS. The on-site Contractor's personnel provided will be trained by the Contractor on the software installed as well as on maintenance for all CUPPS hardware and software installed.

EXTENDED WARRANTY:

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

ON-SITE COMMUNICATIONS:

Contractor shall be responsible for providing cellular phone equipment and services to the Contractor's staff.

DRAWING AND DOCUMENTATION:

The Contractor shall supply to the Owner all necessary documentation and any required access credentials to allow the Owner to independently operate and maintain the CUPPS.

The Contractor shall provide the Owner, as a minimum, the following documentation in both paper and electronic formats within 90 days after the Notice to Proceed letter has been issued:

- 1.38.1.1. User documentation
- 1.38.1.2. Training Manuals
- 1.38.1.3. System administrator documentation
- 1.38.1.4. System manuals

- 1.38.1.5. Manufacturer's hardware manuals for all hardware by Contract
- 1.38.1.6. Maintenance manuals
- 1.38.1.7. System drawings and block diagrams
- 1.38.1.8. System test procedures
- 1.38.1.9. Interface specifications

The Owner shall have the right to use and copy without limit the same documentation and materials and to provide access to the same to its agents, representative, contractors, and potential contractors.

PERFORMANCE REQUIREMENTS:

Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate activities to the needs and requirements of the Owner and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Owner and its Tenants.

Contractor's personnel shall perform Work in a net and professional manner, and in compliance with all Federal, State and local regulations. OSHA rules and regulations shall be followed at all times.

Any work required beyond that which is specified herein shall be reported in advance to the Authorized Owner Representative. At no time shall work beyond the scope be performed without prior written authorization from the Authorized Owner Representative.

Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in a manner in which they were intended. Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilizes on this project. No materials or equipment will be left unattended at any time.

MANAGEMENT:

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

TRAINING:

At the County's request, the Contractor shall provide training, including training manuals and any training software required.

Sufficient on-site instructor training shall be provided for a minimum if two (2) representatives of each airline and two (2) Owner personnel in accordance with the Training Plan. This course shall provide training for airline and Owner instructors who will be training other personnel.

The Contractor’s Training Plan also shall include remedial training for additional airlines and Owner employees.

The Contractor shall provide the training program in accordance with a schedule approved by the Authorized Owner Representative.

QUALITY ASSURANCE:

The Contractor shall install all equipment under the Contract according to manufacturers’ instructions, including making of all required adjustments and testing and operation checks.

LIQUIDATED DAMAGES-MONETARY PENALTY:

The Owner shall impose a monetary penalty on the Contractor for; failing to achieve the required service levels, non-responsiveness or failure to complete scheduled Move Add and Change (MAC) work within the designated time schedule, and other performance measurements as more fully described below:

	<u>Performance Measurement</u>	<u>Penalty Summary</u>
1.	Failure of Contractor to meet the monthly service levels as stated herein.	Contractor shall credit the Owner at a rate of \$500 per incident.
2.	Failure of Contractor to resolve or implement an Owner approved work-around within four (4) hours from notification and approval from MDAD of critical or major problems.	Contractor shall credit the Owner at a rate of \$2,500 per day for every critical or major classified problem related to CUPPS that is either not resolved or implemented and does not have an Owner approved workaround within four (4) hours of the problem.
3.	All projects, MACs, new installations, or provisioning shall be completed per the mutually agreed upon schedule and or the time frame if specified in this Agreement. If completion is not within ten percent (10%) of the schedule/goal, penalties will be invoked.	Missed deadlines will be assessed by the Owner that are within the control of the Contractor. Contractor shall credit back County at a rate of \$500 per day in the event Contractor does not complete the work within ten percent (10%) of the agreed upon schedule/goal.

4.	Three or more documented complaints in any given month from Owner Management or Users / Tenants regarding the Contractor's responsiveness, or inability to complete restoration in a timely manner shall result in penalties being invoked.	Contractor shall credit the Owner at a rate of \$250 per incident.
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1.39. The Parties recognize that the extent and calculation of damages may be difficult to ascertain, therefore, they agree that penalties in the amount stated are reasonable and is in lieu of all other remedies.

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

Failure Classification:

Failures are classified either as CRITICAL or NON-CRITICAL.

A. Critical Failure

All failures are critical unless classified as non-critical as defined in 3.32B.

B. Non-Critical Failure

Non-critical failures are failures that do not significantly impact the operation.

MAINTENANCE LOG:

The Contractor shall continuously maintain a log of all CUPPS routine and corrective maintenance services performed. The maintenance log shall be made available to the Authorized Owner Representative at their request.

REPORTS:

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

- 1.40.1. Individual agent by date/log-in/log-out times
- 1.40.2. Airline and flight number/aircraft type
- 1.40.3. Number of adult/children/infants (the ACI Report)
- 1.40.4. Load factor/aircraft type
- 1.40.5. Number of boarding passes printed
- 1.40.6. Number of passenger tickets printed
- 1.40.7. Error rate by flight number/individual agent
- 1.40.8. Number of pieces/total weight by airline/flight number/aircraft type
- 1.40.9. Number of baggage tags printed
- 1.40.10. Error rate by flight number/individual agent
- 1.40.11. Available to switch from kilograms to pounds, or back to kilograms
- 1.40.12. Availability of CUPPS by each day in the month, with a monthly availability percentage calculated and disclosed within the report
- 1.40.13. The CUPPS shall have the ability to produce custom reports

CONFIDENTIAL INFORMATION:

In the course of performing the Contract work, each Party may gain access to security sensitive information and other confidential information of the other Party. Each Party agrees to hold such information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information. Each Party shall seek the other Party's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. The provision of this Section shall survive the expiration or earlier termination of the Contract. All Owners' Security System information cannot be released based on Florida Sunshine Law requests. All of Contractor's Intellectual Property Rights, Confidential Information and SITA Materials are considered proprietary and trade secret information of Contractor and shall not be released by Owner under Florida's Public Disclosure Laws. Any such request shall be immediately sent to Contractor.

USE OF PREMISES:

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials and debris from and about the premises, as well as tools, equipment, machinery and surplus material, and, leave the site clean and ready for occupancy by the Owner.

SAFETY AND PROTECTION:

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

ADDITIONAL and/or CHANGES in the WORK

The County reserves the right to add work to this Agreement, and to change work to be accomplished under this Agreement without invalidating the Agreement.

In the event the County exercises its right to change or add work under the Agreement, such work will be ordered and paid for as provided for in the Agreement.

Additional Work or Changes in the work may be initiated by written directive of the County. The Contractor shall submit a price quote to the County for their review, within twenty-one (21) calendar days of receipt of such directive. The Contractor shall maintain this price, for acceptance by the County, for a minimum of 90 calendar days after submittal. The cost or credit to the County for any change in the work shall be determined in accordance with the provisions of the Agreement. The Contractor shall not be compensated for effort expended in preparing and submitting price quotes.

The County and the Contractor shall negotiate an equitable adjustment to the Agreement Price for the Direct and Indirect Costs for the performance of such work.

The Contractor shall solicit not less than three (3) competitive bids to appropriate Subcontractors and vendors when so directed by the County. Contractor shall submit the solicited bids to the County for approval or rejection.