



FOURTH AMENDMENT TO THE SYSTEM AND SERVICES AGREEMENT BETWEEN BROWARD COUNTY AND BROCK SOLUTIONS US SYSTEMS LLC

This Fourth Amendment ("Fourth Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Brock Solutions US Systems LLC (formerly known as Brock Solutions U.S. Inc.), a Texas corporation registered to transact business in the State of Florida ("Brock" or "Provider") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the System and Services Agreement Between Broward County and Brock Solutions U.S. Inc., dated August 22, 2017 (the "Original Agreement"), to provide support and maintenance services for the maintenance and control panels for Terminals 1, 2, 3, and 4 at the Fort Lauderdale-Hollywood International Airport ("Airport").

B. The Original Agreement was amended by a First Amendment, dated April 9, 2019, which increased the not-to-exceed amounts, extended the term, and modified certain other provisions; a Second Amendment, dated June 29, 2020, which upgraded the System (as defined in the Original Agreement) by including the Brock SmartConnect and SmartBag platforms, added security terms, approved Work Authorization No. WA-02-Brock-SmartConnect & BMS, and acknowledged the assignment of the Original Agreement, as amended, from Brock Solutions U.S. Inc., to Brock Solutions US Systems LLC; and a Third Amendment, dated April 8, 2021, to increase the not-to-exceed amount for Optional Services. The Original Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, is referred to herein as the "Agreement."

C. The Parties now desire to further amend the Agreement to further increase the not-to-exceed amounts and to extend the agreement for up to five (5) additional one (1) year extensions, to add an additional Statement of Work, and to update the Services and Payment Schedule. If all optional extensions are exercised, the Agreement will expire September 30, 2027. The additional Services include on-site support, cyber security patching, and a program to manage the lifecycle of the critical Baggage Handling Software in Terminals 1, 2, 3 and 4, which were previously managed through individual capital projects.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Provider agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Fourth Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Amendments to the Agreement made pursuant to this Fourth Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions,

unless otherwise stated. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 1.8 of the Agreement is amended as follows:

1.8 Software. All proprietary, subscription-based, or third-party software or other intellectual property, including the Documentation for same, provided or licensed to County or third-party users pursuant to this Agreement, including the computer programs (in machine readable object code form) listed in Exhibit A and any subsequent updates, upgrades, releases, or enhancements thereto developed by Provider during the term of this Agreement

4. Section 4.2 of the Agreement is amended as follows:

4.2 Extensions. County may ~~renew~~ extend this Agreement for up to ~~three (3)~~ eight (8) additional one (1) year terms by sending notice thereof to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise ~~this renewal option~~ these extension terms. In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed six (6) months in the aggregate, provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board.

5. Section 5.1 of the Agreement is amended as follows:

5.1 For the duration of the Agreement, County will pay Provider in accordance with Exhibit B up to the following maximum amount(s):

Services/Goods	Term	Not-To-Exceed Amount
Equipment, Software, System and Services per Exhibits A-1, and A-2, and A-3	Initial Term <u>Duration of the Agreement (inclusive of any renewals)</u>	\$220,000.00 <u>\$6,682,690.00</u>
Non-Covered Services	Duration of the Agreement (inclusive of any renewals)	\$650,000.00 <u>\$1,915,000.00</u>
Support and Maintenance Services per Exhibit C	Duration of the Agreement (inclusive of any renewals)	\$1,250,000.00 <u>\$2,481,610.00</u>
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$6,500,000.00 <u>\$7,500,000.00</u>
TOTAL NOT TO EXCEED		\$8,620,000.00 <u>\$18,579,300.00</u>

Payment shall be made only for work actually performed and completed pursuant to this Agreement or as otherwise set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

6. New Sections 14.31, 14.32, 14.33, 14.34, and 14.35 are added to the Agreement as follows (bold/underlining omitted):

14.31 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Provider represents and certifies that Provider will comply with Section 26-125(d) of the Broward County Code of Ordinances.

14.32 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Provider represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that it is not, and for the duration of the term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Provider represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

14.33 Prohibited Telecommunications Equipment. Provider represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Provider represents and certifies that Provider and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

14.34 Ownership Disclosure Form. By January 1 of each year, Provider must submit, and cause each of its subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

14.35 Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

7. Pursuant to this Fourth Amendment, the System will be upgraded to ensure the System is fully integrated throughout the four (4) terminals of the Airport. As part of the ongoing upgrades to the System, Provider will provide the Software and Services set forth in Exhibit A-3 hereto, and the Agreement is therefore amended to add Exhibit A-3 attached hereto. The Parties stipulate that all references in the Agreement to Exhibit A are deemed to include Exhibits A-1, A-2, and A-3, as applicable.

8. Exhibit A-1 of the Agreement is hereby modified to delete Section 2(B), Annual High-Tech Maintenance Site Trips, and Section 2(C), Remote Systems Health Check, in their entirety.

9. Exhibit B to the Agreement, including Exhibit B-1 and Exhibit B-2, is deleted and replaced in its entirety with Exhibit B hereto. The Parties stipulate that all references to Exhibits B, B-1, B-2, or Exhibit B to Work Authorization No. WA-02-Brock-SmartConnect & BMS, are deemed to refer to amended Exhibit B attached hereto. Provider will provide Support and Maintenance Services (as set forth in Exhibit C) for the System, including the Software, Maintenance, and Equipment provided under Exhibit A, inclusive of Exhibits A-1, A-2, and A-3, at no additional cost other than as set forth in Exhibit B. Provider will perform the services outlined in Exhibit A, inclusive of Exhibits A-1, A-2, and A-3, and will invoice County in accordance with Exhibit B.

10. In the event of any conflict or ambiguity between this Fourth Amendment and the Agreement, the Parties agree that this Fourth Amendment shall control. The Agreement, as amended herein by this Fourth Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Fourth Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11. Preparation of this Fourth Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12. The Parties agree and acknowledge that through date of execution of this Fourth Amendment, Provider has no claims or disputes with respect to any of the matters covered by the Agreement.

13. The effective date of this Fourth Amendment shall be the earlier of the date of complete execution by the Parties or October 1, 2022.

14. This Fourth Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2022, and Brock Solutions US Systems LLC, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By  Digitally signed by Rene D. Harrod
Reason: RDH for Janette Smith
Date: 2022.09.08 09:31:11 -04'00'

Janette M. Smith (Date)
Assistant County Attorney

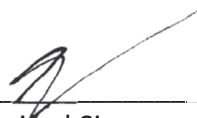
By  Digitally signed by Rene D. Harrod
Reason: Approved as to form
Date: 2022.09.08 09:31:39 -04'00'

René D. Harrod (Date)
Chief Deputy County Attorney

**FOURTH AMENDMENT TO SYSTEM AND SERVICES AGREEMENT BETWEEN
BROWARD COUNTY AND BROCK SOLUTIONS US SYSTEMS LLC**

PROVIDER

BROCK SOLUTIONS US SYSTEMS LLC

By  _____
Authorized Signer

Emir Crowne, Chief Compliance Officer

Print Name and Title

7th day of September, 2022

Exhibit A-3 Statement of Work

Provider shall provide the following Services, such that the System and Software will provide the functionality stated herein:

1. Services Description

Provider to provide on-site support, cyber security patching, and a program to manage the lifecycle of the critical baggage handling system (BHS) software (also referred to as the baggage management system or “BMS”) in Terminals 1, 2, 3 and 4, which were previously managed through individual capital projects and expand service locations to include new terminals as applicable.

This program streamlines the planning, management, purchasing, and commissioning of Annual Upgrades and Year 5 Major Upgrade in Terminals 1, 2, 3, and 4.

- A. **Software and Services.** Provider has already provided and will continue supporting the following Software that is installed in Terminals 1, 2, 3, and 4 under this Agreement:

Software Suite, Version & Module	Quantity & Type of License	Describe Purpose, Functionality & Expected Operation of Software
SmartSort & SmartSuite Enterprise (SSE) Lifecycle Management Program	Four (4) System-Wide Licenses (T1, T2, T3, T4). Unlimited Users	Critical BHS Software & IT Infrastructure Lifecycle management program ensures the systems never reach end of life (EOL), unsupported and open to cyber vulnerabilities.
SmartSuite v12 – SmartSuite Enterprise (SSE) - Real-Time Data Analytics Airport Management Solution, with the following modules: - Multi-System Management - Advanced Dashboards & Reporting - Advanced Analytics	Enterprise License	SmartSuite Enterprise is Brock's scalable, and modular airport management solution, collecting real-time baggage, passenger, and flight information, while providing end-to-end visibility into enterprise-wide system operations. SmartSuite Enterprise also provides enhanced functionality for deployed SmartSuite modules, adding features like Inbound Recovery, loading bags from common-use Baggage Reconciliation System (BRs), and extended data storage.

2. Technical Approach

A. **Quarterly Server Software Security Patching**

Brock will be implementing quarterly patching of the operating system (“OS”) and database

("DB") software for the BHS System. In the event of a critical security update patch (e.g., for a Zero-Day Vulnerability), Brock, along with County, will coordinate an immediate patching instance.

Brock will validate the patches at least one (1) week before the patching instance. However, this will not be tested in a FLL specific simulated test environment. In addition to OS and DB patching, Brock will also ensure that the antivirus software on the servers and clients is up to date during these quarterly patching instances.

B. Proactive Operational Health Checks

Brock will perform Proactive Operational Health Checks monthly (quick check) and quarterly (in depth data analysis & report). For this service, Brock will connect to the System remotely and perform basic health checks on the Upper Level control system elements as well as the operation itself. This will include the following activities:

- Verify all server and virtual machine (VM) accessibility
- Capture Server runtime metrics like RAM, Free Disk Space, and Uptime
- Run Diagnostics on any Domain Controllers within our implementation
- Verify running metrics on SQL Jobs including cleanup jobs
- Check software logs and System Event logs
- Capture major operational Key Performance Indicators (KPIs) (e.g., Manual Encode Console (MEC) Rates, Automatic Tag Reader (ATR) Read Rates, Throughput, etc.)

Brock will be doing monthly remote health checks on specific aspects of the server to ensure the correct BMS processes and infrastructure are running without error. These checks will be over and above the typical System Log, Performance Monitor, and Event Viewer reviews, which just indicate how the Windows Operating System is functioning, and will include checks such as:

- SmartSort Process Error Logs
- SQL Database cleanup logs
- Redundancy status
- Domain Controller Diagnostics
- Provide a list of short-term and long-term recommendations based on findings

C. Infrastructure and Application Monitoring

The latest SmartSuite deployments, which shall be provided by Provider, include software that monitors the infrastructure and the applications. This software detects and alerts on various metrics and statuses, such as the following:

- RAM usage

- CPU usage
- Storage capacity
- NIC Status
- Hardware failures
- VM Farm Temperatures
- Database application status
- SmartSuite application status

The software is configured to automatically send email alerts, which can be addressed to both customer and Brock email addresses. These emails are reviewed by Brock on a first-in / first-out basis, and are generally processed by the next business day but no later than two (2) business days. Each email alert will be evaluated, and a plan for resolution will be put in place, if necessary. In some cases, the service tech reviewing the alert will create a new Incident in Brock's Affinity Case Management System to track and record the activities and results.

D. On-Site Support Services

Brock will provide on-site support services including two (2) full-time equivalent on-site BHS controls specialists as Level 1 on-site support responders. This will be fulfilled by two dedicated individuals (i.e., 2 FTEs - full-time equivalents) and may be augmented by others as needed. These individuals will provide premium services that exceed and complement those already provided through the 24x7 remote support. The details of this engagement are as follows:

- On-site coverage will be for 80 hours a week, and the on-site BHS controls specialists' schedules will be based on County's operational needs.
- No on-site coverage will be provided on County observed holidays.
- When either of the primary on-site individuals are unavailable for their scheduled shifts, a supplementary resource will be provided.

The focus of an on-site BHS controls specialist is to implement technological improvements and to provide support to improve the BHS operations that impact customer experience. This is accomplished by maintaining operational uptime (ensuring systems continue to run without issues) and improving operational efficiency (helping systems to run better).

The work to achieve the above operational improvements is divided into the following five (5) categories, but not limited to:

- System Governance and Operation
- Performance Analysis
- Continuous Improvement
- Incident Support

- Preventative Maintenance

E. **SmartSort & SmartSuite Enterprise (SSE) Lifecycle Management Program.**

The Lifecycle Management Program is a recurring five-year program beginning October 1, 2022, including Annual Upgrades and Year 5 Major Upgrade to the SmartSort and SmartSuite Enterprise Systems, as follows:

- Annual Upgrades in Years 1 through 4, which includes the deployment of the latest SmartSuite Enterprise, as well as the latest SmartSort DHS component. This will be an “in-place” upgrade to the existing Software and System applications and will not involve any upgrades to the Microsoft operating system or SQL Server applications, nor to the Sort Allocation Controller (SAC), Manual Encode Console (MEC), Baggage System Displays (BSD), or Human Machine Interface (HMI).
- Year 5 Major Upgrade, which includes an upgrade of all of the elements included with the Annual Upgrades, as well as an upgrade to the SmartSort SAC component, the MEC application, the BSD application, and the Factory Talk HMI software. This will be an “in-parallel” deployment to new IT infrastructure to be provided by County, including new servers, workstations and MECs. The new infrastructure will include the then current Microsoft operating system and SQL Server applications, also to be provided by County.
- **The Annual Upgrades Deployment Process includes the following:**
 - Upgrades will be deployed to the QA Environment for testing/acceptance
 - Upon acceptance, upgrades will be deployed to the Production Environment
 - Upgrades will be tested and approved by FLL
 - Training
 - Brock will host four (4) 2-hour remote training sessions (1 per Terminal) to update users on upgraded features/functionality
 - Combination of formal and informal (on-the-job) training
 - Exact training schedule to be coordinated with FLL prior to Go-Live
 - User manuals and training material provided by Brock Solutions
 - Remote Standby Support – For each terminal, Brock will be on-call remotely during normal office hours for a total of 3 days starting the first day the new features are deployed.
- **The Year 5 Major Upgrade Deployment Process includes the following:**
 - Development of Software by Brock (in-office)
 - Factory Acceptance Test (FAT)
 - Deployment to parallel servers On-Premises
 - Testing - Parallel and during off-hours

- Acceptance
- Go-Live
- Training
 - 1 Trainer on-site for a total of two, 8-hour days
 - Combination of formal and informal (on-the-job) training
 - Exact training schedule to be coordinated with each site prior to Go-Live
- On-Site Standby Support – For each terminal, two people will be on-site for a total of five days (two 8-hour shifts each day) starting the first day the new Upper Level is in operational use within the terminal.

Notes:

- For the Annual Upgrades, Provider will install and implement all features included in that release. For any potential software feature that requires changes to the SAC or MES applications where the current System does not support the new feature, the additional costs to modify the SAC or MES will be presented to County, and if accepted by County, will require County approval through a Work Authorization utilizing Optional Services. County may authorize the modifications at that time, in which case the new feature will be immediately usable, or County can choose to make the modifications in the future making the feature usable at that time.
- For any potential software feature that requires changes to the Lower-Level Programmable Logic Controller (PLC) layer, where the current system does not support the new feature, Provider will install and implement the feature in the Upper Level software, and the additional costs to modify the Lower Level PLC layer will be presented to County, and if accepted by County, will require County approval through a Work Authorization utilizing Optional Services. County may authorize the modifications at that time, in which case the new feature will be immediately usable, or County can choose to make the modifications in the future making the feature usable at that time.
- The cloud hosted SmartConnect and SmartBag systems are, and will continue to be, upgraded on a regular basis (at least once per year) as part of the ongoing program approved in the Work Authorization No. WA-02 within the Second Amendment to this Agreement. The on-premises component of SmartConnect, which is only used to distribute baggage messages within the FLL-BHS-IT sub-network, will not need to be upgraded due to the nature of its function which will not change; however, it will require some re-configuration to work with the latest Windows Operating System (OS) and comply with the latest IT Security Standards. The re-configuration changes will be presented to County for implementation in conjunction with the Year 5 Major upgrade to ensure the highest level of efficiency for the project, but be performed as Optional Services pursuant to an appropriate Work Authorization (if elected by County) as the effort to conform to the latest OS and IT Security Standards is unknown at this time.

F. SmartSort & SSE Upgrade Schedule.

Provider shall comply with the following Project Schedule, beginning October 1, 2022, unless otherwise approved in advance by Contract Administrator:

The proposed schedule depicts an approximate deployment timeline and is subject to change. More details of the Implementation Plan will be developed during the Design Phases.

Timeline	Step	Details
Year 1 Q1	Feedback & Feature Solicitation	▪ New features conceptually defined by Brock and FLL ▪ Collaborative effort between both Brock and FLL
Year 1 Q2	Feature Prioritization & FLL SSE Annual Roadmap	▪ Features identified for FLL SSE Annual Roadmap ▪ Some features will be added to FLL SSE Annual Roadmap for the current year, others will be carried into following year or added to FLL SSE SAC Roadmap
Year 1 Q2/Q3	Brock Internal Development	▪ Brock develops features on roadmap ▪ Features demonstrated via mock-ups or in a test environment for approval by FLL
Year 1 Q4	Deploy Updates in FLL SSE Annual Roadmap	▪ FLL SSE Annual Roadmap features deployed to FLL SSE QA Environment and subsequently to Production Environment ▪ Tested and Approved by FLL
Years 2 Through 4	Repeat Process	▪ Above steps are repeated each year
Year 5	Deploy SAC Updates	▪ Annual Upgrade and newly developed SAC software, including features on FLL SSE SAC Roadmap

3. Managerial Approach

The Key Personnel shall be as follows:

Cory Goerzen – Program Manager
Matthew Sperry – Account Manager/Project Manager
Yat-Ming Too – High-Tech Operations Program Manager
Douglas Hobden – Service & Support Manager

4. Final Acceptance Test

Provider is responsible for all testing of the software for Annual Upgrades and Year 5 Major Upgrade. County will conduct Final Acceptance Testing pursuant to Final Acceptance Test criteria as agreed upon by Provider and County. Provider and County shall develop a deployment schedule for each Annual Upgrade and Year 5 Major Upgrade.

Provider will deliver a Final Acceptance Test criteria document to County, which shall require County approval prior to Final Acceptance Testing. The Contract Administrator may add to or amend the Final Acceptance test criteria, as agreed to by the Parties.

Test Objectives:

The Final Acceptance Test criteria for Annual Upgrades and Year 5 Major Upgrade must at a minimum cover the following:

- To conduct all applicable performance testing within product development, which may include the following, depending on the scope of the upgrade:
 - Web Based application starts up without error. Verify application is working as designed.
 - HMI application starts up without error. Verify application is working as designed.
 - Ensure new Upper Level system and PLC hardware is communicating across the network.
 - Test software is operating within specification.
 - Verify bags are being processed properly and sortation is working.
 - Verify the Checked Bag Reconciliation Area (CBRA) security, efficiency functionality is working correctly related to BSD screen data and Upper Level control system.
- To ensure initial performance (sanity) check to login to the application and validate for functionality.
- To ensure that County provided IP addresses and host names are configured appropriately (Year 5 Major Upgrade only).
- To test load against the System to ensure no conflict exist with any other systems on the network (Year 5 Major Upgrade only).

**Exhibit B
Payment Schedule**

This Exhibit B is inclusive of all Services provided under the Agreement including pursuant to Work Authorization No. WA-02-Brock-SmartConnect & BMS.

The rates specified below shall be in effect October 1, 2022, unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B. Unless otherwise stated, amounts due shall be invoiced quarterly in arrears.

Software/Subscription Fees

Description	Annual Fees 10/01/22 – 09/30/25	Annual Fees 10/01/26 – 09/30/27	Total Cost – Not to Exceed By Product
BMS (SmartBag) Subscription Fee	\$50,000.00	\$51,500.00	\$253,000.00
SmartConnect Subscription Fee (10 Connections)	\$54,000.00	\$55,620.00	\$273,240.00
SmartBag & SmartConnect Cloud Hosting Fees	\$12,000.00	\$12,360.00	\$60,720.00
SmartSuite v12 - SmartSuite Enterprise (SSE) - Real-Time Data Analytics Airport Management Solution License	\$63,600.00	\$65,508.00	\$321,816.00
SmartSort & SmartSuite Enterprise (SSE) Lifecycle Management Program	\$496,500.00	\$496,500.00	\$2,482,500.00

Support and Maintenance Services Fees

Description	Annual Fees 10/01/22 – 09/30/25	Annual Fees 10/01/26 – 09/30/27	Total Cost Not to Exceed By Product
BHS SmartSort Remote Software Support	\$207,000.00	\$213,210.00	\$1,047,420.00
BMS SmartConnect & SmartSuite Enterprise Support and Maintenance Services	\$43,400.00	\$44,702.00	\$219,604.00

On-Site Support

Description	Annual Fees 10/01/22 – 09/30/25	Annual Fees 10/01/26 – 09/30/27	Total Cost – Not to Exceed
BHS SmartSort On-Site Support	\$600,000.00	\$618,000.00	\$3,036,000.00

Note: Any travel expenses or fees incurred by Provider under this Agreement shall be the sole responsibility of Provider, unless otherwise expressly stated in this Agreement or applicable Work Authorization.

Service Fees for Non-Covered Services

Description	Unit	Invoicing	Fee 10/01/22 – 09/30/25	Fee 10/01/26 – 09/30/27
Non-emergency rates	Hourly	Monthly in arrears	\$150/hour	\$155/hour
Emergency rates	Hourly	Monthly in arrears	\$180/hour	\$185/hour

Note: Minimum charges for hourly services shall be 30 minutes Monday to Sunday during the hours of 8:00 a.m. to 11:00 p.m., and 60 minutes Monday to Sunday during the hours of 11:00 p.m. to 8:00 a.m.

Optional Services

Optional Services shall be at the same rates as the Services Fees for Non-Covered Services unless otherwise agreed upon by the Parties in an applicable Work Authorization.