

**ADDITIONAL MATERIAL
REGULAR MEETING**

SEPTEMBER 19, 2023

**SUBMITTED AT THE REQUEST OF

FINANCE AND ADMINISTRATIVE
SERVICES DEPARTMENT**



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

MEMORANDUM

DATE: September 14, 2023

TO: Board of County Commissioners

THRU: George Tablack, Chief Financial Officer

Robinson
on behalf of G. Tablack
Digitally signed by ROSE
JOHNSON
Date: 2023.09.14 15:45:08 -04'00'

FROM: Robert E. Gleason, Director, Purchasing Division

Constance Mangan, Asst. Director, on behalf of
Digitally signed by Constance
Mangan, Asst. Director, on behalf of
Date: 2023.09.14 13:35:25 -04'00'

SUBJECT: September 19, 2023 – Commission Meeting – Agenda Item 65

- A. MOTION TO APPROVE Technology Products Agreement between Broward County and Designa Access Corporation for Parking Access and Revenue Control Equipment and Maintenance for Fort Lauderdale-Hollywood International Airport, Request for Letters of Interest (RLI) No. PNC2119994R1
- B. MOTION TO WAIVE County Business Enterprise (CBE) participation goal, from 21% of total Agreement amount to 21% of only non-proprietary equipment and services

Exhibit 1 – Agreement is modified as follows:

Page 9 of 176, Article 5. Compensation, Section 5.1, Maximum Amounts. The table that depicts the not-to-exceed amounts is replaced in its entirety. Services, equipment, and software license fee line items were combined and the total not-to-exceed amounts for subscription fees, and support and maintenance were recalculated to align with Exhibit B. There is no change in the total Agreement amount based on this change.

Exhibit 1 – Agreement is modified as follows:

Pages 84 through 88 of 176, Exhibit B – Payment Schedule, is replaced in its entirety. There are minor updates to vendor's costs/fees, but no change in the total Agreement amount based on this change. The acceptance criteria was revised to add the following: "Upon County's written acceptance of the installation and integration of the PARCS network components to the System" was added to the acceptance criteria for PARCS completion payment, and "On County's written confirmation of commencement of In Revenue Service and go live of the lanes" was added to acceptance criteria for the build and deploy lanes' completion payment. The completion task/invoicing for on establishment of Production and Disaster Recovery Server Environments was updated to include "and Operating Systems Software License Fee." The separate line item for Software License Fee was removed because the fee is already included in the completion payment, as stated above. Lastly, a total amount for completion payments line was added, and the invoicing start time was clarified for support and maintenance fees.

The vendor has approved these modifications.

Attachments

REG/cm/sl

- c: Monica Cepero, County Administrator
Kimm Campbell, Deputy County Administrator
Kevin B. Kelleher, Assistant County Administrator
Andrew J. Meyers, County Attorney
Robert Melton, County Auditor
Mark Gale, Director, Aviation Department
Michael Nonnemacher, Deputy Director, Aviation Department

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine

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4.6. Time of the Essence. Time is of the essence for Provider's performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all goods and Services provided under this Agreement, County will pay Provider up to a maximum amount as follows:

Services/Goods	Term	Not-To-Exceed Amount
Services and Equipment through Final Acceptance, and Software License Fees (Completion Payments, per Exhibit B)	Duration of Agreement	\$4,801,014.06
Subscription Fees	Initial Term	\$360,000.00
Support and Maintenance	Initial Term	\$1,072,147.14
Support and Maintenance and Subscription Fees for Extension Terms	Extension Term(s)	\$3,241,838.80
Optional Services	Duration of Agreement	\$25,000.00
TOTAL NOT TO EXCEED		\$9,500,000.00

Payment shall be made only for Services actually performed and completed, and Equipment actually provided, repaired, or installed, pursuant to this Agreement, as set forth in **Exhibit B** (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such Services. Provider acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Provider for goods and Services. These maximum amounts, however, do not constitute a limitation of any sort upon Provider's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1 Unless otherwise stated in **Exhibit B**, Provider must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Unless otherwise stated in **Exhibit B** or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Provider shall submit a Certification of Payments to Subcontractors and Suppliers in the form provided by County with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid

EXHIBIT B - PAYMENT SCHEDULE

The rates specified below shall be in effect for the entire Term, 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**.

Completion Payments:

Provider shall invoice County for the following Completion Payment amounts upon Provider's completion and County's written notice of acceptance of the applicable completion task below:

Completion Task/Invoicing	Completion Amount	Retention Amount	Completion Payment	Acceptance Criteria
On completion of Critical Design Review	\$400,000.00	\$20,000.00	\$380,000.00	On County's written acceptance of Critical Design Review deliverables as per Section 12 of Exhibit A . Deliverables Number 6, 7, 8, and 9 and County's written acceptance of all functional specifications for sub-systems.
On establishment of the Test Environment	\$272,294.00	\$13,614.70	\$258,679.30	On County's written acceptance of system functionality requirements as per Section 6 of Exhibit A , System functionality.
On establishment of Production and Disaster Recovery Server Environments and Operating Systems Software License Fee	\$288,783.00	\$14,439.15	\$274,343.85	Upon installing and operating properly, as determined by the County.
On acceptance of SunPass system integration	\$431,530.00	\$21,576.50	\$409,953.50	Upon County's written acceptance of SunPass integration per Section 9 of Exhibit A , testing No. 14.
On acceptance of the Pre-Booking System	\$125,000.00	\$6,250.00	\$118,750.00	Upon installing in the Test environment and County's written acceptance of the System functionality requirements.

Completion Task/Invoicing	Completion Amount	Retention Amount	Completion Payment	Acceptance Criteria
On acceptance of the employee parking system in the Test Environment	\$145,000.00	\$7,250.00	\$137,750.00	Upon installing in the Test environment and County's written acceptance of the System functionality requirements.
On acceptance of the Loyalty System, as agreed to by the Parties	\$80,000.00	\$4,000.00	\$76,000.00	Upon installing in the Test environment and County's written acceptance of the System functionality requirements.
On completion of the Reporting requirements	\$260,000.00	\$13,000.00	\$247,000.00	Upon installing in the Test environment and County's written acceptance of the System functionality requirements in Section 6(H)(ii) of Exhibit A .
PARCS Equipment	\$572,530.00	\$28,626.50	\$543,903.50	Upon County's written acceptance of the installation and integration of the PARCS network components to the System.
Other Equipment	\$1,450,792.00	\$72,539.60	\$1,378,252.40	Upon delivery of the Equipment to each site not included in other milestones and County's written acceptance of such Equipment.
Build and deploy lanes	\$736,330.81	\$36,816.54	\$699,514.27	On County's written confirmation of commencement of In Revenue Service and go-live of the lanes.
Retention			\$240,050.70	On satisfactory resolution of all punch list items prior to Final Acceptance, as determined by County.
Final Acceptance	\$38,745.25	\$1,937.71	\$36,816.54	Per Final Acceptance criteria (Exhibit A , Section 9, Testing).
Total Amount for Completion Payments			\$4,801,014.06	

Spare Parts prices will be in accordance with Provider's then current list price as published from time to time.

Software/Subscription Fees

Software Description	License Term	Invoicing	Fees
Subscription Fees	Annual	Monthly in arrears commencing upon In Revenue Service	\$10,000.00/monthly (total \$120,000.00 annually)
Training	Hourly	N/A	Unlimited hours included until Final Acceptance at no cost

Support and Maintenance Services Fees

Specific Support and Maintenance Services	Unit or Term	Invoicing	Annual Fee
Support and Maintenance	Agreement Year 1-3	N/A	No Cost
Support and Maintenance	Agreement Year 4	Monthly in arrears*	\$469,038.00*
Support and Maintenance	Agreement Year 5	Monthly in arrears	\$603,109.14
Support and Maintenance	Agreement Year 6 (if extended pursuant to Section 4.2)	Monthly in arrears	\$497,602.42
Support and Maintenance	Agreement Year 7 (if extended pursuant to Section 4.2)	Monthly in arrears	\$512,530.49
Support and Maintenance	Agreement Year 8 (if extended pursuant to Section 4.2)	Monthly in arrears	\$527,906.40
Support and Maintenance	Agreement Year 9 (if extended pursuant to Section 4.2)	Monthly in arrears	\$543,743.59
Support and Maintenance	Agreement Year 10 (if extended pursuant to Section 4.2)	Monthly in arrears	\$560,055.90

* Fees for Support and Maintenance will begin to accrue only after the one-year anniversary of Final Acceptance. If Final Acceptance is delayed, the first invoice period will be accordingly deferred and therefore the total of Support and Maintenance Fees for Agreement Year 4 may be less than the amount indicated.

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.

Optional Services, Additional Software/Licenses, or Other Rates for Services or Labor, as requested by County:

Description	Unit/Term	Fee
Subscription Fee for additional front-end on-line devices added after Final Acceptance	Per device per month	\$120.00
Technical Support excluded from the Agreement and not requiring attendance on site during Business hours	Fifteen (15) minutes	\$35.00
Technical support excluded from the Agreement and not requiring attendance on site outside of Business hours	Fifteen (15) minutes	\$70.00
On-site service by technician excluded from the Agreement during Business hours	Hourly	\$175.00
On-site service by technician excluded from the Agreement outside of Business hours	Hourly	\$340.00
Rate changes are included in the Support and Maintenance amounts; however, less than five (5) days' notice to Provider will incur this late notice penalty	Hourly	\$260.00

The following rates will apply for Provider's designated specialists during Business hours. If specialist labor is required by County outside of Business hours, the rates below shall be increased by a multiplier of two (2). The following rates will be escalated by three (3) percent per annum on the Final Acceptance anniversary date of each year.

Description	Unit/Term	Fee
Project Manager	Hourly	\$290.00/hour
Professional Engineer	Hourly	\$260.00/hour
Electrical Engineer	Hourly	\$260.00/hour
Network Engineer	Hourly	\$260.00/hour
Security Specialist	Hourly	\$340.00/hour
PCI Specialist	Hourly	\$340.00/hour
Licensed Electrician	Hourly	\$180.00/hour
Field Technician	Hourly	\$170.00/hour
Systems Design Engineer	Hourly	\$280.00/hour
Computer Programmer/Analyst	Hourly	\$240.00/hour
Business Analyst	Hourly	\$260.00/hour
Application Specialist/Trainer – Cost for Additional Training	Hourly	\$260.00/hour
Web Application Programmer	Hourly	\$260.00/hour

Description	Unit/Term	Fee
System Integration Specialist	Hourly	\$290.00/hour
Database Administrator	Hourly	\$290.00/hour
Contract/Agreement Administrator	Hourly	\$380.00/hour

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