



**TECHNOLOGY PRODUCTS AGREEMENT BETWEEN
BROWARD COUNTY AND AMADEUS AIRPORT IT AMERICAS, INC.**

This Technology Products Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Amadeus Airport IT Americas, Inc., a foreign corporation authorized to transact business in the state of Florida ("Amadeus" or "Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County and Air-Transport IT Services, Inc. ("Air-Transport") concurrently entered into a System and Services Agreement (as amended, the "Services Agreement") and a Software License and Maintenance Agreement (as amended, the "License Agreement"), each dated December 1, 2009, pursuant to County's Request for Proposals No. 20070514-0-AV-01, for software, equipment, services, and maintenance at County's Fort Lauderdale-Hollywood International Airport ("FLL").

B. The License Agreement set forth certain software to be licensed by Air-Transport to County, including a perpetual, non-exclusive license for the software included in the Airport Information Management System ("AIMS") and Virtual Ramp Control System ("VRCS"), and related support and maintenance services for the licensed software. The License Agreement also accounted for Air-Transport's support of existing Electronic Video Information Display Systems (EVIDS) located throughout FLL.

C. The Services Agreement set forth the implementation services to be provided by Air-Transport for configuration of AIMS for County and included up to ten (10) years of consulting, programming, and support services requested by County for customization and enhancements to the system provided under the License Agreement.

D. The License Agreement provides maintenance services for AIMS for 15 months after critical cut-over, and then for up to nine (9) additional one-year periods; the License Agreement further provides for maintenance services for VRCS on an annual basis for the same time period as the AIMS maintenance services. Critical cut-over occurred on April 1, 2011, so the License Agreement provides maintenance services up to and including June 30, 2021.

E. On or about April 23, 2017, Air-Transport, including all of its rights and obligations under the License Agreement, was acquired by Amadeus IT Group SA, a foreign corporation with principal offices located in Madrid, Spain.

F. The Parties seek to continue the support and maintenance of the licensed software and other products for an additional five (5) years with options to extend for up to an additional five (5) years.

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

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Business hours** or **business day** means 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays or on which County has not otherwise declared its offices closed.
- 1.3. **Contract Administrator** means the Director of Broward County Aviation Department or such other person designated by same in writing.
- 1.4. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.5. **Documentation** means all manuals, user documentation, specifications, and other related materials pertaining to the Software that Contractor customarily furnishes to licensees of the Software or purchasers of the services covered by this Agreement.
- 1.6. **Equipment** means the hardware and other property listed in Exhibit A provided or sold to County pursuant to this Agreement, the License Agreement, or the Services Agreement, including any embedded software and firmware incorporated therein or customarily provided to purchasers of such hardware or other property.
- 1.7. **Hosted Service** means any subscription-based, hosted (cloud or on-site), or on-demand solution provided to County by Contractor, as identified and described in Exhibit A.
- 1.8. **License Fee** or **Subscription Fee** means the fee associated with granting County use of the Software or Hosted Service as outlined in Exhibit B (Payment Schedule).
- 1.9. **Notice to Proceed** means a written authorization to proceed with the project, phase, or task, issued by the Contract Administrator.
- 1.10. **Products** means all Software, Equipment, Hosted Service, and Services provided or supported by Contractor, as further specified in Exhibit A.
- 1.11. **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.
- 1.12. **Services** means all required installation, integration, programming, configuration, customization, operation, and enhancements of the Products, together with necessary and appropriate consulting, training, and project management services, to meet County's ongoing needs in connection with the Products, as further specified in Exhibit A, as well as any Optional Services procured under this Agreement.
- 1.13. **Software** means all proprietary or third-party software listed in Exhibit A or other intellectual property rights provided or licensed to County or third-party users pursuant to this Agreement, the License Agreement, or the Services Agreement, including the computer

programs (in machine readable object code form) and any subsequent updates, upgrades, releases, or enhancements thereto developed by Contractor during the term of this Agreement.

1.14. **Subcontractor** means an entity or individual providing services directly to County through Contractor for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.

1.15. **Support and Maintenance** means the support and maintenance required for County to achieve and maintain optimal performance of the System, including as further described in Exhibit D.

1.16. **System** means the turnkey system provided by Contractor pursuant to the Services Agreement, including all Products listed on Exhibit A and any other Products that Contractor will make available to County and third-party users as part of its Services under this Agreement.

ARTICLE 2. EXHIBITS

Exhibit A	Schedules of Supported Software and Equipment
Exhibit B	Payment Schedule
Exhibit C	Security Requirements
Exhibit D	Support and Maintenance Minimum Standards
Exhibit E	Minimum Insurance Coverages
Exhibit F	Work Authorization Form
Exhibit G	Airport Security Requirements
Exhibit H	Service Level Agreement

ARTICLE 3. SCOPE OF SERVICES & TERMS OF USE

3.1. Scope of Services. Contractor shall provide County with Hosting and Support and Maintenance services as set forth, respectively, in Sections 3.3 and 3.4, for the supported Software and Equipment listed in Exhibit A and shall perform all Services identified in this Agreement including, without limitation, any Services identified in any Work Authorization(s) issued for Optional Services.

3.2. Software and Subscriptions Rights.

3.2.1. Software License. Contractor previously granted licenses to the Software set forth in Exhibit A. Contractor reaffirms the grant to County of a perpetual, royalty-free, nonexclusive license to the Software listed in Exhibit A, with no geographical limitations, for the number of users stated in Exhibit A (if none is stated, then an unlimited number of users), including to any embedded third-party software within the Software. This license is granted solely for County purposes, including on and off-site access, and for the benefit of and use by all agencies within County, including the offices of the County constitutional officers. The Software rights granted to County in this Agreement shall not require or otherwise be contingent upon the continuance of Support and Maintenance.

3.2.2. Subscription Rights. Contractor grants to County a royalty-free, nonexclusive right to use the Hosted Service for the duration of this Agreement, with no geographical limitations, for the number of users stated in Exhibit A (if none is stated, then for an unlimited number of users), including the right to use any third-party software or technology embedded in or otherwise required to operate or allow access to the Hosted Service. This right to use is granted solely for County purposes, including on- and off-site access, and for the benefit of and use by all agencies within the County, including the offices of the County constitutional officers.

3.2.3. Authorized Users and Additional Licenses. County and any of its employees, agents, contractors, suppliers, and other third parties authorized by County may concurrently operate and use the Products for County purposes. If anything less than unlimited, concurrent use is expressly provided under this Agreement and additional licenses or users are requested by County, the Purchasing Director is authorized to execute a Work Authorization (consecutively numbered and in the form of Exhibit F) or Purchase Order to purchase additional licenses or users for the fee specified in Exhibit B or the then-current Master Price List.

3.2.4. Permitted Hardware and Environments. County may install, use, and operate the Software, and access the Hosted Service, on any hardware meeting the minimum specifications stated in the Documentation. County may, at no additional cost: (a) install, use, and operate the Products on separate servers and in any and all development, test, failover, disaster recovery, and backup environments or configurations; (b) if required by reason of an emergency, disaster, or operational need, or for testing of recovery resources, temporarily use the Products on recovery resources, including recovery resources that may not be owned by County; (c) copy the Software for backup and archiving purposes for the purposes of support or maintenance by County or others hired by County to provide such support or maintenance; and (d) utilize a hosted environment, including without limitation through a third-party hosting provider, for any permitted uses of the Software.

3.2.5. Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, County shall not reproduce, publish, or license the Software or Hosted Service to others. County shall not modify, reverse engineer, disassemble, or decompile the Software or the Hosted Service, or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the license grant of Section 3.2, or (b) to the extent permitted under any applicable open source license.

3.2.6. The Software license rights and limitations stated in this Section 3.2 shall survive termination or expiration of this Agreement.

3.3. Hosting. All costs to County for the Hosted Service to be provided under this Agreement are included within the Subscription Fee and/or the Support and Maintenance Fee listed on the Payment Schedule (Exhibit B) and will be provided at no additional cost to County, unless

otherwise expressly stated in Exhibit B. Contractor, the Hosted Service, and the System shall comply for the duration of this Agreement with the Service Level Agreement set forth in Exhibit H, unless otherwise expressly approved in writing by the County's Chief Information Officer or his or her designee.

3.4. Support and Maintenance. For the duration of this Agreement and for all Products other than the Hosted Service, Contractor shall provide County with Support and Maintenance for the Products and the System as set forth in Exhibit D. Contractor shall provide County with Support and Maintenance for the Hosted Service for only so long as County elects to continue such services and pays the Support and Maintenance Fee for the Hosted Service stated in Exhibit B. Support and Maintenance shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B. County may elect to discontinue or recommence Support and Maintenance for some or all Products upon thirty (30) days prior written notice, and County shall only be obligated to pay for the time periods actually covered by Support and Maintenance at the rates stated in Exhibit B.

3.5. Updates, Upgrades, and Releases. For the duration of this Agreement, Contractor shall promptly provide to County, with advance notice and at no additional cost, for all Software and all Amadeus-supplied firmware, any and all updates (including error corrections, bug fixes, security updates, and patches), upgrades, and new releases to such Products, including all that Contractor makes available at no additional cost to other licensees of the applicable Products or users of all or part of the System. All such updates, upgrades, and new releases shall remain the sole property of Contractor and shall be deemed to be included within the scope of the license or subscription granted under this Agreement. And software installation or implementation of any such update, upgrade, or release to be performed in the County's environment requires prior written authorization by the Contract Administrator.

3.6. Compatibility. For the duration of this Agreement, Contractor will ensure the continued compatibility of the Products with all major releases, updates, or upgrades of any third-party software that is used by County for access or operation of the System or that the Contractor requires that the County use in order to receive the Services. In the event Contractor is not able to support any third-party software update, upgrade, or new release that changes major functionality and is not backwards compatible with the Products, Contractor shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Software or the Hosted Service in accordance with this Agreement. If Contractor is unable to provide continued optimal functionality of the Products in accordance with this Agreement due to any third-party software release, update, or upgrade, County shall be entitled to a refund of any Support and Maintenance fees or Subscription Fee paid for the affected time period and affected Products and may, at County's sole election, terminate the Agreement upon written notice with no further obligation to Contractor.

3.7. Documentation. Contractor shall deliver copies of the Documentation to County concurrently with delivery of the Products, and thereafter shall promptly provide any updated Documentation as it becomes available during the term of this Agreement. Contractor

represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the Products efficiently. County has the right to copy, reproduce, modify, and create derivative works utilizing the Documentation as County deems necessary provided such activities are solely for the purpose of use of the Products as permitted under this Agreement.

3.8. Optional Services. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, set forth in the Broward County Procurement Code. If any goods or services under this Agreement, or the quantity thereof, are identified as optional (“Optional Services”), County may select the type, amount, and timing of such goods or services pursuant to a work authorization (“Work Authorization”) in substantially the form attached as Exhibit F executed by Contractor and County pursuant to this section, or pursuant to a purchase order. No such selection, when combined with those goods or services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; and (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate does not exceed the applicable not-to-exceed amount stated in Section 5.1. In addition to the foregoing, Optional Services for purchase of additional licenses, subscriptions, or goods for which the pricing is set forth in Exhibit B may be procured by issuance of a purchase order, without the need of a Work Authorization, provided no implementation or other services are being acquired (other than Support and Maintenance) through such purchase order and the total amount of Optional Services, inclusive of that purchase order, is within the limits of Section 5.1. Any additional software or equipment acquired by County under this Agreement shall be automatically included in the supported software and equipment set forth in Exhibit A, and included within the Support and Maintenance, unless otherwise expressly agreed by the Parties in the applicable Work Authorization. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Contractor shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on July 1, 2021 (“Effective Date”), and shall end five (5) years thereafter (“Initial Term”).

4.2. Extensions. County may renew this Agreement for up to five (5) additional one (1) year terms (each an “Extension Term”) by sending notice of renewal to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option by written notice to Contractor. For any Product that Contractor has ceased selling to or supporting for its customer base, Contractor may choose to not renew

that Product for the next Extension Term by providing at least twelve (12) months written notice to County of its decision ("Product Nonrenewal Notice"), in which event Contractor and County shall agree in writing upon the appropriate reduction in pricing for the next Extension Term and, upon written approval by the Director of Purchasing of the reduction in pricing, such Product shall not be subject to the Extension Term options set forth in this section. Any such Product Nonrenewal Notice shall have no effect upon any other Product subject to this Agreement.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of services necessary for the ongoing operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed three (3) months in the aggregate, provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board. The Purchasing Director may exercise this option by written notice to Contractor stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term.

4.4. Extension Rates and Terms. For any extension beyond the Initial Term, Contractor shall be compensated at the rates in effect when the extension was invoked by County, unless otherwise expressly stated in Exhibit B. Contractor shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

ARTICLE 5. COMPENSATION

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

Services/Goods	Term	Not-To-Exceed Amount
Support and Maintenance Fees (including Biometrics Platform Support and Maintenance and any Additional Technicians or Additional On-Site Biometrics Engineers)	Initial Term (5 years)	\$3,000,000 annually \$15,000,000 (total 5 years)
Support and Maintenance Fees (including Biometrics and Additional Technicians)	Each 1 year Extension Term	\$3,000,000 per Extension Term \$15,000,000 all Extension Terms
Optional Services (including Equipment purchases and Reimbursable Expenses)	Duration of Agreement	\$3,000,000
TOTAL NOT TO EXCEED		\$33,000,000

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

5.2. Method of Billing and Payment.

5.2.1. Contractor may submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy 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, and the invoice must identify the applicable Work Authorization. Any invoice submitted by Contractor shall be in the amount set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced to County upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.2. County shall pay Contractor within thirty (30) days of receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. Payment shall be made to Contractor at the address designated in the Notices section.

5.2.3. Contractor shall pay Subcontractors and suppliers within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon

resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. **Reimbursable Expenses.** For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Contractor agrees to comply with Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that exceed those allowed by Section 112.061 or that have not been approved in writing in advance by the Contract Administrator.

5.4. **Subcontractors.** Contractor shall invoice all Subcontractor fees, whether paid on a “lump sum” or other basis, to County with no markup. All Subcontractor fees shall be invoiced to County in the actual amount paid by Contractor.

5.5. **Withholding by County.** Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or Contractor’s failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

5.6. **Fixed Pricing.** Prices set forth in Exhibit B shall remain firm and fixed for the term of the Agreement, including any optional terms, unless specifically otherwise stated in Exhibit B. However, Contractor may offer incentive or volume discounts to County at any time.

5.7. **Foreign Entity Tax Withholding.** Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity, unless Contractor provides County prior to any amount being due to Contractor pursuant to this Agreement a complete Internal Revenue Service (“IRS”) form W-8ECI, W-8 BEN, or other applicable IRS form that obviates County’s obligation to withhold taxes from amounts payable to Contractor, County will withhold all backup withholding taxes from the amounts due Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

ARTICLE 6. DELIVERY, TESTING, AND ACCEPTANCE

6.1. **Delivery.** Unless otherwise stated in the applicable order or Work Authorization, Contractor shall, within seven (7) days after any order or Work Authorization, make the Software and the Hosted Service available electronically to County. All County license keys, usernames, and passwords shall be authenticated by Contractor and perform according to the applicable Documentation.

6.2. **Final Acceptance Testing.** Broward County Administrative Code Section 22.148 requires that all applicable software purchases be inspected and tested by the County, including

verification by its Enterprise Technology Services (“ETS”), prior to final written acceptance of the software and software-related services. Any Work Authorization entered into by the Parties that includes software shall include a written test plan and adhere to the requirements set forth in Broward County Administrative Code Section 22.148

ARTICLE 7. CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS, SECURITY REQUIREMENTS

7.1. Contractor Confidential Information. Contractor represents that the Software and the Hosted Service contain proprietary products and trade secrets of Contractor. Accordingly, to the full extent permissible under applicable law, County agrees to treat the intellectual property within the Software or the Hosted Service as confidential in accordance with this article. Any other material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of the Software or any Trade Secret Materials in response to a records request by a third party.

7.2. County Confidential Information. All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods that Contractor obtains from County in connection with this Agreement, that are made or developed by Contractor in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute “County Confidential Information.” All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law) also constitute “County Confidential Information.”

7.2.1. County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Contractor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Contractor nor its employees, agents, subconsultants, or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available

to any other person or entity any County Confidential Information without the prior written consent of County.

7.2.2. Contractor expressly agrees to be bound by and to defend, indemnify, and hold harmless County and its officers and employees from the breach of any federal, state, or local law by Contractor or its employees, agents, subconsultants or suppliers regarding the unlawful use or disclosure of County Confidential Information.

7.2.3. Upon expiration or termination of this Agreement, or as otherwise demanded by County, Contractor shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed by Contractor or its employees, agents, subconsultants or suppliers.

7.3. **Maintenance of Confidential Information.** Each party shall advise its employees, agents, subconsultants, and suppliers who receive or otherwise have access to the other party's Confidential Information (as described in Section 7.1 or Section 7.2, as applicable) of their obligation to keep such information confidential, and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of said Confidential Information. In addition, the Parties agree to cooperate fully and provide all reasonable assistance to ensure the confidentiality of the other party's Confidential Information as described in this article.

7.4. **County Proprietary Rights.** Contractor acknowledges and agrees that County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Contractor under this Agreement, including all copyright and other proprietary rights therein, which Contractor as well as its employees, agents, subconsultants, and suppliers may use only in connection with the performance of this Agreement.

7.5. **Contractor Proprietary Rights.** County acknowledges that all copies of the Software (in any form) and the Hosted Service are the sole property of Contractor or third-party licensor. County shall not have any right, title, or interest to any such Software or Hosted Service except as expressly provided in this Agreement and shall take reasonable steps to secure and protect the Software and the Hosted Service consistent with maintenance of Contractor's proprietary rights therein.

7.6. **Data and Privacy.** Each party shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171, and shall ensure that County confidential data processed, transmitted, or stored by Contractor or in the System is not accessed, transmitted, or stored outside the United States or Germany, unless approved in advance in writing by the Contract Administrator or as agreed in an SOW. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, and unless prohibited by applicable law, Contractor shall ensure that all hard drives or other storage devices and media that contained County data have been wiped

in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

7.7. Security Requirements. Contractor, the Products, and the System must meet or exceed all security requirements set forth in Exhibit C at all times throughout the duration of the Agreement, unless otherwise expressly approved in writing by the County's Chief Information Officer or his or her designee. Contractor will cooperate with County and provide any and all information that County may reasonably request to determine appropriate security and network access restrictions and verify Contractor compliance with County security requirements, including as stated in this section.

7.8. Injunctive Relief; Survival. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach. The obligations under this article shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1. Ownership. Contractor represents and warrants that it is the owner of all right, title, and interest in and to the Products previously granted to County, and that to the best of its knowledge as of the Effective Date, it has the right to grant to County the rights and the licenses granted under this Agreement, if any, and that Contractor has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

8.2. Warranty Regarding Viruses. Contractor further represents, warrants, and agrees that the Products are free from currently-known viruses or malicious software (at the time the Products and any subsequent versions thereof are provided to County), and that Contractor has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of the Products from data leaks, hackers, denial of service attacks, and other unauthorized intrusions.

8.3. ADA Compliance. Contractor represents and warrants that the Products and System are, and for the duration of the Agreement will remain, fully accessible and compliant with the American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations, and that the Products and System meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as may be adopted by the International Organization for Standardization. Upon request, Contractor will provide the County with any accessibility testing results and written documentation verifying accessibility, as well as promptly respond to and resolve accessibility complaints.

8.4. Intellectual Property Warranty. Contractor represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Contractor (whether or not any action or proceeding has been brought) that allege that any part of the Products or System infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Contractor is unaware of any such potential claim.

8.5. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

8.6. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide the Services and Support and Maintenance under this Agreement, and that each person and entity that will provide Services or Support and Maintenance under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Contractor represents and warrants that the Services and Support and Maintenance under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

8.7. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Contractor. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

8.8. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.9. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation will be reduced to

exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

8.10. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

8.11. Discriminatory Vendor and Scrutinized Companies Lists. Contractor 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 Section 215.473, Florida Statutes. Contractor represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

8.12. Claims Against Contractor. Contractor represents and warrants that as of the Effective Date there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

8.13. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

8.14. Breach of Representations. In entering into this Agreement, Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Contractor, to deduct from any amounts due Contractor under this Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Contractor under this Agreement. Furthermore, a false representation may result in debarment from County’s procurement activities.

8.15. Prohibited Telecommunications Equipment. Contractor 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. Contractor represents and certifies that Contractor and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

8.16. Criminal History Screening Practices. Contractor represents and certifies that it has implemented policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

ARTICLE 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1. Indemnification. Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement (a) caused or alleged to be caused, in whole or in part, by any intentional, reckless, or grossly negligent act or omission of Contractor, its officers, employees, agents, or servants, (b) alleging violation of intellectual property rights or other intellectual property infringement, or (c) alleging personal injury, death, or property damage caused or alleged to be caused, in whole or in part, by any act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County, approval of which will not be unreasonably withheld. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

9.2. Infringement Remedy. If any Software or portion of the Software is finally adjudged to infringe, or in Contractor's opinion is likely to become the subject of such a Claim, Contractor shall, at County's option, either: (i) procure for County the right to continue using the Software; (ii) modify or replace the Software to make it noninfringing; or (iii) refund to County all fees paid under this Agreement. Contractor shall have no liability regarding any infringement claim caused by any County modification of the Software not specifically authorized in writing by Contractor.

9.3. Limitation of Liability. Neither Contractor nor County shall be liable to the other party for any damages under this Agreement that exceed the largest of the following amounts: (a) \$100,000; (b) twice the maximum compensation amount specified in Section 5.1; or (c) the amount of insurance Contractor is required to provide under Article 10. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including

damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to (i) any Claim resulting from Contractor's actual or alleged disclosure of County Confidential Information or resulting from an actual or alleged data breach in violation of applicable law, (ii) any Claim resulting from an actual or alleged infringement of any interest in any Product, or (iii) any indemnification obligation under this Agreement.

ARTICLE 10. INSURANCE

10.1. For the duration of the Agreement, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

10.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

10.3. On or before the Effective Date, or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

10.4. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

10.5. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval of such insurer by County's Risk Management Division.

10.6. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit E, County shall be entitled to any such broader coverage and

higher limits maintained by Contractor. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Contractor.

10.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

10.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

10.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the work provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.

10.10. In the event Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide work under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

10.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

ARTICLE 11. TERMINATION

11.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience

by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than one hundred twenty (120) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective one hundred twenty (120) days after such notice of termination for cause is provided.

11.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

11.2.1. Contractor's failure to suitably or continuously perform any required work in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

11.2.2. By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for any fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

11.2.3. By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE participants by County's Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was misrepresented by Contractor during the procurement or the performance of this Agreement.

11.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.4. If this Agreement is terminated for convenience by County, Contractor shall be paid for any work properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration for

County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with Section 11.1.

11.5. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND CBE AND SBE COMPLIANCE

12.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.2. Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

ARTICLE 13. MISCELLANEOUS

13.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

13.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Contractor for the County in connection with performing Services shall be owned by County. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days of written request. Any compensation due to Contractor may be withheld until all documents are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

13.3. Public Records. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

13.3.1. Keep and maintain public records required by County to perform the work required under this Agreement;

13.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

13.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

13.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-6166, ASCOTT@BROWARD.ORG, 320 TERMINAL DRIVE, FORT LAUDERDALE, FLORIDA 33315.

13.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in

written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its Subcontractor shall make same available in written form at no cost to County.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Contractor in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

13.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

13.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for

the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

13.8. Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13.9. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Aviation Department
Attn: Angela Scott
320 Terminal Drive
Fort Lauderdale, Florida 33315
Email address: ascott@broward.org

FOR CONTRACTOR:

Amadeus Airport IT Americas, Inc.
Attn: Chris Keller
5950 Hazeltine National Drive, Suite 210
Orlando, Florida 32822
Email address: chris.keller@amadeus.com

13.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County, which consent will not be unreasonably withheld. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

13.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by

court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

13.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

13.13. Compliance with Laws. Contractor, the Products, the Services, and Support and Maintenance must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

13.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

13.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

13.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 13 of this Agreement, the provisions contained in Articles 1 through 13 shall prevail and be given effect.

13.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

13.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Contractor.

13.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding Software Support and Maintenance and supersedes all prior and contemporaneous negotiations and discussions regarding Software Support and Maintenance. Except for the perpetual license to the Software, which said perpetual license was granted to County in the License Agreement, there is no commitment, agreement, or understanding concerning Software Support and Maintenance that is not contained in this written document and this Agreement supersedes the License Agreement as to all matters related to Software Support and Maintenance.

13.21. Payable Interest

13.21.1. Payment of Interest. County shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

13.21.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

13.22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

13.23. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Contractor as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work. Contractor shall fully comply with the requirements of such ordinance to the extent applicable.

13.24. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

13.25. Use of County Logo. Contractor shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

13.26. Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

13.27. Living Wage Requirement. If Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Contractor agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and Contractor shall fully comply with the requirements of such ordinance. Contractor shall ensure all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

13.28. Additional Security Requirements. Contractor shall comply with the Airport Security Requirements attached hereto as Exhibit G.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 _____, 20__, and Amadeus Airport IT America, Inc., signing by and through its _____ duly authorized to execute same.

County

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: **Al A DiCalvo** Digitally signed by Al A DiCalvo
Date: 2021.04.29 18:45:17 -04'00'
Al DiCalvo (Date)
Senior Assistant County Attorney

By: **Rene D. Harrod** Digitally signed by Rene D.
Harrod
Date: 2021.04.29 18:28:15 -04'00'
René D. Harrod (Date)
Deputy County Attorney

AAD
Amadeus-TechProductsAgreement_v9-2021-0421
4/28/21

**TECHNOLOGY PRODUCTS AGREEMENT
BETWEEN BROWARD COUNTY AND AMADEUS AIRPORT IT AMERICA, INC.**

Contractor

WITNESSES:

AMADEUS AIRPORT IT AMERICA, INC.

DocuSigned by:
Crystal Carvalho
ABE37357596A464...
Signature

DocuSigned by:
Chris Keller
By: E4CC7D85A3EB479...
Authorized Signor

Crystal Carvalho

Chris Keller Vice President

Print Name of Witness above

Print Name and Title

DocuSigned by:
Lisandro Mendez
19CCE88F8AB4471...
Signature

29th day of April, 2021

Lisandro Mendez

Print Name of Witness above

<OR>

ATTEST:

Corporate Secretary or other person
authorized to attest

(SEAL)

Exhibit A

I. Schedule of Supported Software

The Contract Administrator can modify the Supported Software at any time by written notice to Contractor, including to add, remove, or replace listed Software. Any such modification shall not increase the cost to County for Support and Maintenance, unless otherwise agreed by the Parties.

Software	Version (as of the Effective Date of the Agreement)	License Type
Amadeus - AODB Production Environment	4.7.3	Site License
Amadeus - AODB Test Environment	4.7.3	Site License
Amadeus - WebAODB Production Environment	4.7.3	Site License
Amadeus - Enterprise Service Bus	3.0.11	Site License
Amadeus - FIDS Server	3.8.7.4	Site License
Amadeus - FIDS Client	3.0.0.8	Site License
Amadeus Baggage Input Controller	N/A	Site License
Amadeus - EASE Server	5.0	Site License
Amadeus - EASE Client	5.0	Site License
Amadeus - EASE-RM	5.0	Site License
Amadeus - EASE-FX	5.0	Site License
Amadeus - ACUS (Hosted Service)	N/A	Site License
Amadeus Biometrics Integrator (Hosted Service)	N/A	Site License
CUSS Platform	1.4.2.5.7-R19368	Site License
Amadeus - DAR	4.7.3	Site License
Searidge - EAVD	5.99.21.3	Site License
Microsoft Windows Server Standard	2012 R2 / 2016	End User
Microsoft SQL Server Management Studio	14.0.17119.0	End User
Microsoft Windows (FIDS/EASE clients)	7 / 10 Enterprise	End User
VMware ESXi	6.0.0	End User
VMware vSphere Client	6.0.0	End User
VMware vCenter Server	6.0.0	End User
Vmware vCenter Converter Standalone	6.1.1	End User

Software	Version (as of the Effective Date of the Agreement)	License Type
Oracle MySQL Workbench	6.3	End User
Veeam Backup & Replication	9.5	End User
Oracle Java	8 Update 171-b11	End User

II. Schedule of Supported Equipment

The Schedule of Supported Equipment is included as Attachment 1 hereto. The Contract Administrator can modify the Schedule of Supported Equipment at any time by written notice to Contractor, including to add, remove, or replace listed equipment. Any such modification shall not increase the cost to County for Support and Maintenance, unless otherwise agreed by the Parties.

III. Changes to Support and Maintenance Base Level

Contractor will provide Support and Maintenance as set forth in Exhibit D, which shall apply to the System Support and Maintenance (which does not include the Biometrics Platform) as well as the Biometrics Platform Support and Maintenance. BCAD may increase or decrease the number of on-site full-time Service Technicians for System Support and Maintenance or the number of on-site System Engineers for the Biometrics Platform (as set forth in Exhibit D, Section 2) upon at least ninety (90) days' prior written notice to Contractor for any increase and at least one hundred twenty (120) days' prior written notice for any decrease. Upon any such request by BCAD, for the duration of the requested increase, the Support and Maintenance fee shall be adjusted as set forth in Exhibit B for each additional technician/engineer. At the end of the period of any such increased level of support, the fee will automatically return to the rate otherwise in effect. Any change in staffing levels that impacts only part of an invoice period shall be invoiced pro rata for each portion of the invoice period at the applicable rates for the applicable staffing level.

IV. Optional Services

A. Transition & Disentanglement Services

The Parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Contractor to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary interruption or adverse impact on County operations ("Disentanglement") is a critical objective of the Parties and a material obligation of Contractor under this Agreement. All obligations of Contractor under this Agreement shall be construed consistent with this objective.

At request of County, Contractor shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the Software and, to the extent applicable, transitioning to a new software, system, or provider.

B. Additional Products and Support and Maintenance

County may from time to time purchase from Contractor any additional products, including without limitation software licenses or subscriptions, firmware, equipment, modules, and/or support and maintenance, including expansion to additional BioPods. If and to the extent the County so elects to purchase such Optional Services via a purchase order or a Work Authorization (with an accompanying Statement of Work, if applicable), as County determines appropriate, the Optional Services shall be subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

C. Professional Services

County may from time to time purchase from Contractor any professional services (such as consulting, professional services, training, or other hourly services). If and to the extent the County so elects to purchase additional services via a purchase order or a Work Authorization (with an accompanying Statement of Work, if applicable), as County determines appropriate, the additional services shall be subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

Attachment 1 Schedule of Supported Equipment

Device ID	Location	Manufacturer	Model	Dell Monitor	Touchscreen Monitor	BCR	BGR	MS/OCR	COMBO MAP
Ticket Counters									
FLLT1CK0102	Terminal 1 - Ticket Counter Position 01	Dell	Optiplex	1		1		1	1
FLLT1CK0201	Terminal 1 - Ticket Counter Position 02	Dell	Optiplex	1		1		1	1
FLLT1CK01PRT	Terminal 1 - Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT1CK0302	Terminal 1 - Ticket Counter Position 03	Dell	Optiplex	1		1		1	1
FLLT1CK0401	Terminal 1 - Ticket Counter Position 04	Dell	Optiplex	1		1		1	1
FLLT1CK02PRT	Terminal 1 - Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT1CK0502	Terminal 1 - Ticket Counter Position 05	Dell	Optiplex	1		1		1	1
FLLT1CK0601	Terminal 1 - Ticket Counter Position 06	Dell	Optiplex	1		1		1	1
FLLT1CK03PRT	Terminal 1 - Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT1CK0701	Terminal 1 - Ticket Counter Position 07	Dell	Optiplex	1		1		1	1
FLLT1CK0801	Terminal 1 - Ticket Counter Position 08	Dell	Optiplex	1		1		1	1
FLLT1CK04PRT	Terminal 1 - Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT1CK0901	Terminal 1 - Ticket Counter Position 09	Dell	Optiplex	1		1		1	1
FLLT1CK1001	Terminal 1 - Ticket Counter Position 10	Dell	Optiplex	1		1		1	1
FLLT1CK03PRT	Terminal 1 - Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT1CK1102	Terminal 1 - Ticket Counter Position 11	Dell	Optiplex	1		1		1	1
FLLT1CK1201	Terminal 1 - Ticket Counter Position 12	Dell	Optiplex	1		1		1	1
FLLT1CK06PRT	Terminal 1 - Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT1CK1302	Terminal 1 - Ticket Counter Position 13	Dell	Optiplex	1		1		1	1
FLLT1CK1401	Terminal 1 - Ticket Counter Position 14	Dell	Optiplex	1		1		1	1
FLLT1CK07PRT	Terminal 1 - Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT1CK1501	Terminal 1 - Ticket Counter Position 15	Dell	Optiplex	1		1		1	1
FLLT1CK1601	Terminal 1 - Ticket Counter Position 16	Dell	Optiplex	1		1		1	1
FLLT1CK08PRT	Terminal 1 - Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT1CK1702	Terminal 1 - Ticket Counter Position 17	Dell	Optiplex	1		1		1	1
FLLT1CK1801	Terminal 1 - Ticket Counter Position 18	Dell	Optiplex	1		1		1	1
FLLT1CK09PRT	Terminal 1 - Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT1CK1901	Terminal 1 - Ticket Counter Position 19	Dell	Optiplex	1		1		1	1
FLLT1CK2001	Terminal 1 - Ticket Counter Position 20	Dell	Optiplex	1		1		1	1
FLLT1CK10PRT	Terminal 1 - Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT1CK2102	Terminal 1 - Ticket Counter Position 21	Dell	Optiplex	1		1		1	1
FLLT1CK2201	Terminal 1 - Ticket Counter Position 22	Dell	Optiplex	1		1		1	1
FLLT1CK11PRT	Terminal 1 - Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT1CK2302	Terminal 1 - Ticket Counter Position 23	Dell	Optiplex	1		1		1	1
FLLT1CK2401	Terminal 1 - Ticket Counter Position 24	Dell	Optiplex	1		1		1	1
FLLT1CK12PRT	Terminal 1 - Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT1CK2502	Terminal 1 - Ticket Counter Position 25	Dell	Optiplex	1		1		1	1
FLLT1CK2601	Terminal 1 - Ticket Counter Position 26	Dell	Optiplex	1		1		1	1
FLLT1CK13PRT	Terminal 1 - Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT1RC401	Terminal 1 - Recheck Ticket Counter Position 01	Dell	Optiplex	1				1	1
FLLT1RC4PRT	Terminal 1 - Recheck Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT1RC501	Terminal 1 - Recheck Ticket Counter Position 02	Dell	Optiplex	1				1	1
FLLT1RC5PRT	Terminal 1 - Recheck Ticket Counter DCP	HP	MMQ2dn B&W						
FLLT2CK1102	Terminal 2 - Ticket Counter Position 11	Dell	Optiplex	1				1	1

Device ID	Location	Manufacturer	Model	Dell Monitor	Touchscreen Monitor	BCR	BGR	MS/OCR	COMBO MAP
FLLT2CK1201	Terminal 2 - Ticket Counter Position 12	Dell	Optiplex	1				1	1
FLLT2CK06PRT	Terminal 2 - Ticket Counter DCP	HP	M402dn B&W						
FLLT2CK1302	Terminal 2 - Ticket Counter Position 13	Dell	Optiplex	1				1	
FLLT2CK1401	Terminal 2 - Ticket Counter Position 14	Dell	Optiplex	1				1	1
FLLT2CK07PRT	Terminal 2 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK2702	Terminal 3 - Ticket Counter Position 27	Dell	Optiplex	1				1	
FLLT3CK2801	Terminal 3 - Ticket Counter Position 28	Dell	Optiplex	1				1	1
FLLT3CK14PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK2902	Terminal 3 - Ticket Counter Position 29	Dell	Optiplex	1				1	
FLLT3CK3001	Terminal 3 - Ticket Counter Position 30	Dell	Optiplex	1				1	1
FLLT3CK15PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK3102	Terminal 3 - Ticket Counter Position 31	Dell	Optiplex	1				1	
FLLT3CK3201	Terminal 3 - Ticket Counter Position 32	Dell	Optiplex	1				1	1
FLLT3CK16PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK3301	Terminal 3 - Ticket Counter Position 33	Dell	Optiplex	1				1	
FLLT3CK3401	Terminal 3 - Ticket Counter Position 34	Dell	Optiplex	1				1	1
FLLT3CK17PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK3502	Terminal 3 - Ticket Counter Position 35	Dell	Optiplex	1				1	
FLLT3CK3601	Terminal 3 - Ticket Counter Position 36	Dell	Optiplex	1				1	1
FLLT3CK18PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK3702	Terminal 3 - Ticket Counter Position 37	Dell	Optiplex	1				1	
FLLT3CK3801	Terminal 3 - Ticket Counter Position 38	Dell	Optiplex	1				1	1
FLLT3CK19PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK3902	Terminal 3 - Ticket Counter Position 39	Dell	Optiplex	1				1	
FLLT3CK4001	Terminal 3 - Ticket Counter Position 40	Dell	Optiplex	1				1	1
FLLT3CK20PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK4102	Terminal 3 - Ticket Counter Position 41	Dell	Optiplex	1				1	
FLLT3CK4201	Terminal 3 - Ticket Counter Position 42	Dell	Optiplex	1				1	1
FLLT3CK21PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK4302	Terminal 3 - Ticket Counter Position 43	Dell	Optiplex	1				1	
FLLT3CK4401	Terminal 3 - Ticket Counter Position 44	Dell	Optiplex	1				1	1
FLLT3CK22PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK4502	Terminal 3 - Ticket Counter Position 45	Dell	Optiplex	1				1	
FLLT3CK4601	Terminal 3 - Ticket Counter Position 46	Dell	Optiplex	1				1	1
FLLT3CK23PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK4702	Terminal 3 - Ticket Counter Position 47	Dell	Optiplex	1				1	
FLLT3CK4801	Terminal 3 - Ticket Counter Position 48	Dell	Optiplex	1				1	1
FLLT3CK24PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK5702	Terminal 3 - Ticket Counter Position 57	Dell	Optiplex	1				1	
FLLT3CK5801	Terminal 3 - Ticket Counter Position 58	Dell	Optiplex	1				1	1
FLLT3CK25PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK5902	Terminal 3 - Ticket Counter Position 59	Dell	Optiplex	1				1	
FLLT3CK6001	Terminal 3 - Ticket Counter Position 60	Dell	Optiplex	1				1	1
FLLT3CK30PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK6102	Terminal 3 - Ticket Counter Position 61	Dell	Optiplex	1				1	
FLLT3CK6201	Terminal 3 - Ticket Counter Position 62	Dell	Optiplex	1				1	1
FLLT3CK31PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						

Device ID	Location	Manufacturer	Model	Dell Monitor	Touchscreen Monitor	BCR	BGR	MS/OCR	COMBO MAP
FLLT3CK7902	Terminal 3 - Ticket Counter Position 79	Dell	Optiplex	1				1	
FLLT3CK8001	Terminal 3 - Ticket Counter Position 80	Dell	Optiplex	1				1	1
FLLT3CK40PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK8102	Terminal 3 - Ticket Counter Position 81	Dell	Optiplex	1				1	
FLLT3CK8201	Terminal 3 - Ticket Counter Position 82	Dell	Optiplex	1				1	1
FLLT3CK41PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT3CK8302	Terminal 3 - Ticket Counter Position 83	Dell	Optiplex	1				1	
FLLT3CK8401	Terminal 3 - Ticket Counter Position 84	Dell	Optiplex	1				1	1
FLLT3CK42PRT	Terminal 3 - Ticket Counter DCP	HP	M402dn B&W						
FLLT4CK3702	Terminal 4 - Ticket Counter Position 37	Dell	Optiplex	1		1		1	1
FLLT4CK3801	Terminal 4 - Ticket Counter Position 38	Dell	Optiplex	1		1		1	1
FLLT4CK30PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLLT4CK3902	Terminal 4 - Ticket Counter Position 39	Dell	Optiplex	1		1		1	1
FLLT4CK4001	Terminal 4 - Ticket Counter Position 40	Dell	Optiplex	1		1		1	1
FLLT4CK31PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLLT4CK4102	Terminal 4 - Ticket Counter Position 41	Dell	Optiplex	1				1	1
FLLT4CK4201	Terminal 4 - Ticket Counter Position 42	Dell	Optiplex	1				1	1
FLLT4CK32PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLLT4CK4302	Terminal 4 - Ticket Counter Position 43	Dell	Optiplex	1				1	1
FLLT4CK4401	Terminal 4 - Ticket Counter Position 44	Dell	Optiplex	1				1	1
FLLT4CK33PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLLT4CK4502	Terminal 4 - Ticket Counter Position 45	Dell	Optiplex	1				1	1
FLLT4CK4601	Terminal 4 - Ticket Counter Position 46	Dell	Optiplex	1				1	1
FLLT4CK34PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLLT4CK4702	Terminal 4 - Ticket Counter Position 47	Dell	Optiplex	1				1	1
FLLT4CK4801	Terminal 4 - Ticket Counter Position 48	Dell	Optiplex	1				1	1
FLLT4CK35PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLLT4CK4902	Terminal 4 - Ticket Counter Position 49	Dell	Optiplex	1				1	1
FLLT4CK5001	Terminal 4 - Ticket Counter Position 50	Dell	Optiplex	1				1	1
FLLT4CK36PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLLT4CK5102	Terminal 4 - Ticket Counter Position 51	Dell	Optiplex	1		1		1	1
FLLT4CK5201	Terminal 4 - Ticket Counter Position 52	Dell	Optiplex	1		1		1	1
FLLT4CK37PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLLT4CK5302	Terminal 4 - Ticket Counter Position 53	Dell	Optiplex	1		1		1	1
FLLT4CK5401	Terminal 4 - Ticket Counter Position 54	Dell	Optiplex	1		1		1	1
FLLT4CK38PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLLT4CK5502	Terminal 4 - Ticket Counter Position 55	Dell	Optiplex	1				1	1
FLLT4CK5601	Terminal 4 - Ticket Counter Position 56	Dell	Optiplex	1				1	1
FLLT4CK01PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLLT4CK5702	Terminal 4 - Ticket Counter Position 57	Dell	Optiplex	1				1	1
FLLT4CK5801	Terminal 4 - Ticket Counter Position 58	Dell	Optiplex	1				1	1
FLLT4CK02PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLLT4CK5902	Terminal 4 - Ticket Counter Position 59	Dell	Optiplex	1				1	1
FLLT4CK6001	Terminal 4 - Ticket Counter Position 60	Dell	Optiplex	1				1	1
FLLT4CK03PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLLT4CK6102	Terminal 4 - Ticket Counter Position 61	Dell	Optiplex	1				1	1
FLLT4CK6201	Terminal 4 - Ticket Counter Position 62	Dell	Optiplex	1				1	1

Device ID	Location	Manufacturer	Model	Dell Monitor	Touchscreen Monitor	BCR	BGR	MS/OCR	CC5180 MAP
FLITCK04PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLITCK6302	Terminal 4 - Ticket Counter Position 63	Dell	Optiplex	1				1	1
FLITCK6401	Terminal 4 - Ticket Counter Position 64	Dell	Optiplex	1				1	1
FLITCK05PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLITCK6502	Terminal 4 - Ticket Counter Position 65	Dell	Optiplex	1				1	1
FLITCK6601	Terminal 4 - Ticket Counter Position 66	Dell	Optiplex	1				1	1
FLITCK06PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLITCK6702	Terminal 4 - Ticket Counter Position 67	Dell	Optiplex	1				1	1
FLITCK6801	Terminal 4 - Ticket Counter Position 68	Dell	Optiplex	1				1	1
FLITCK07PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLITCK6902	Terminal 4 - Ticket Counter Position 69	Dell	Optiplex	1				1	1
FLITCK7001	Terminal 4 - Ticket Counter Position 70	Dell	Optiplex	1				1	1
FLITCK08PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLITCK7102	Terminal 4 - Ticket Counter Position 71	Dell	Optiplex	1				1	1
FLITCK7201	Terminal 4 - Ticket Counter Position 72	Dell	Optiplex	1				1	1
FLITCK09PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLITCK7302	Terminal 4 - Ticket Counter Position 73	Dell	Optiplex	1				1	1
FLITCK7401	Terminal 4 - Ticket Counter Position 74	Dell	Optiplex	1				1	1
FLITCK10PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLITCK7502	Terminal 4 - Ticket Counter Position 75	Dell	Optiplex	1				1	1
FLITCK7601	Terminal 4 - Ticket Counter Position 76	Dell	Optiplex	1				1	1
FLITCK11PRT	Terminal 4 - Ticket Counter DCP	HP	M402dn B&W						
FLITRC101	Terminal 4 - Recheck Ticket Counter Position 1	Dell	Optiplex	1				1	
FLITRC1PRT	Terminal 4 - Recheck Ticket Counter DCP	HP	M402dn B&W						
FLITRC201	Terminal 4 - Recheck Ticket Counter Position 2	Dell	Optiplex	1				1	
FLITRC2PRT	Terminal 4 - Recheck Ticket Counter DCP	HP	M402dn B&W						
FLITRC301	Terminal 4 - Recheck Ticket Counter Position 3	Dell	Optiplex	1				1	
FLITRC3PRT	Terminal 4 - Recheck Ticket Counter DCP	HP	M402dn B&W						
Gates									
FLITGT00301	Gate A-03 left	Dell	Optiplex	1				1	1
FLITGT00303	Gate A-03 Jet/Bridge	Dell	Optiplex	1	1			1	1
FLITGT003PRT	Gate A-03 DCP	HP	M402dn B&W						
FLITGT00401	Gate A-04 left	Dell	Optiplex	1				1	1
FLITGT00403	Gate A-04 Jet/Bridge	Dell	Optiplex	1	1			1	1
FLITGT004PRT	Gate A-04 DCP	HP	M402dn B&W						
FLITGT00501	Gate A-05 left	Dell	Optiplex	1				1	1
FLITGT00503	Gate A-05 Jet/Bridge	Dell	Optiplex	1	1			1	1
FLITGT005PRT	Gate A-05 DCP	HP	M402dn B&W						
FLITGT00601	Gate A-06 left	Dell	Optiplex	1				1	1
FLITGT00603	Gate A-06 Jet/Bridge	Dell	Optiplex	1	1			1	1
FLITGT006PRT	Gate A-06 DCP	HP	M402dn B&W						
FLITGT00701	Gate A-07 left	Dell	Optiplex	1				1	1
FLITGT00703	Gate A-07 right	Dell	Optiplex	1				1	1

Device ID	Location	Manufacturer	Model	Dell Monitor	Touchscreen Monitor	BCR	BGR	MS/OCR	CORRO MAP
FL1GT0A0703	Gate A-07 JetBridge	Dell	Optiplex	1	1		1	1	
FL1GT0A07PRT	Gate A-07 DCP	HP	M402dn B&W						
FL1GT0C0501	Gate C-05 Left	Dell	Optiplex	1				1	1
FL1GT0C0503	Gate C-05 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0C05PRT	Gate C-05 DCP	HP	M402dn B&W						
FL1GT0C0601	Gate C-06 Left	Dell	Optiplex	1				1	1
FL1GT0C0603	Gate C-06 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0C06PRT	Gate C-06 DCP	HP	M402dn B&W						
FL1GT0C0701	Gate C-07 Left	Dell	Optiplex	1				1	1
FL1GT0C0703	Gate C-07 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0C07PRT	Gate C-07 DCP	HP	M402dn B&W						
FL1GT0C0801	Gate C-08 Left	Dell	Optiplex	1				1	1
FL1GT0C0803	Gate C-08 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0C08PRT	Gate C-08 DCP	HP	M402dn B&W						
FL1GT0C0901	Gate C-09 Left	Dell	Optiplex	1				1	1
FL1GT0C0903	Gate C-09 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0C09PRT	Gate C-09 DCP	HP	M402dn B&W						
FL1GT0D0301	Gate D-03 Left	Dell	Optiplex	1				1	1
FL1GT0D0303	Gate D-03 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0D03PRT	Gate D-03 DCP	HP	M402dn B&W						
FL1GT0D0401	Gate D-04 Left	Dell	Optiplex	1				1	1
FL1GT0D0403	Gate D-04 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0D04PRT	Gate D-04 DCP	HP	M402dn B&W						
FL1GT0E0101	Gate E-01 Left	Dell	Optiplex	1				1	1
FL1GT0E0103	Gate E-01 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0E01PRT	Gate E-01 DCP	HP	M402dn B&W						
FL1GT0E0201	Gate E-02 Left	Dell	Optiplex	1				1	1
FL1GT0E0203	Gate E-02 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0E02PRT	Gate E-02 DCP	HP	M402dn B&W						
FL1GT0E0301	Gate E-03 Left	Dell	Optiplex	1				1	1
FL1GT0E0303	Gate E-03 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0E03PRT	Gate E-03 DCP	HP	M402dn B&W						
FL1GT0E0401	Gate E-04 Left	Dell	Optiplex	1				1	1
FL1GT0E0403	Gate E-04 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0E04PRT	Gate E-04 DCP	HP	M402dn B&W						
FL1GT0E0501	Gate E-05 Left	Dell	Optiplex	1				1	1
FL1GT0E0503	Gate E-05 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0E05PRT	Gate E-05 DCP	HP	M402dn B&W						
FL1GT0E0601	Gate E-06 Left	Dell	Optiplex	1				1	1
FL1GT0E0603	Gate E-06 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0E06PRT	Gate E-06 DCP	HP	M402dn B&W						
FL1GT0E0701	Gate E-07 Left	Dell	Optiplex	1				1	1
FL1GT0E0703	Gate E-07 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0E07PRT	Gate E-07 DCP	HP	M402dn B&W						
FL1GT0E0801	Gate E-08 Left	Dell	Optiplex	1				1	1
FL1GT0E0803	Gate E-08 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0E08PRT	Gate E-08 DCP	HP	M402dn B&W						
FL1GT0E0901	Gate E-09 Left	Dell	Optiplex	1				1	1
FL1GT0E0903	Gate E-09 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0E09PRT	Gate E-09 DCP	HP	M402dn B&W						
FL1GT0E1001	Gate E-10 Left	Dell	Optiplex	1				1	1
FL1GT0E1003	Gate E-10 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0E10PRT	Gate E-10 DCP	HP	M402dn B&W						
FL1GT0F0101	Gate F-01 Left	Dell	Optiplex	1				1	1
FL1GT0F0103	Gate F-01 Jetbridge	Dell	Optiplex	1			1	1	
FL1GT0F01PRT	Gate F-01 DCP	HP	M402dn B&W						
FL1GT0F0201	Gate F-02 Left	Dell	Optiplex	1				1	1
FL1GT0F0203	Gate F-02 Jetbridge	Dell	Optiplex	1			1	1	

Device ID	Location	Manufacturer	Model	Dell Monitor	Touchscreen Monitor	BCR	BGR	MS/OCR	COMBO KAP
FLLT3GTF02PRT	Gate F-02 DCP	HP	M402dn B&W						
FLLT3GTF0301	Gate F-03 Left	Dell	Optiplex	1				1	1
FLLT3GTF0303	Gate F-03 Jetbridge	Dell	Optiplex	1			1	1	
FLLT3GTF03PRT	Gate F-03 DCP	HP	M402dn B&W						
FLLT3GTF0401	Gate F-04 Left	Dell	Optiplex	1				1	1
FLLT3GTF0403	Gate F-04 Jetbridge	Dell	Optiplex	1			1	1	
FLLT3GTF04PRT	Gate F-04 DCP	HP	M402dn B&W						
FLLT3GTF0501	Gate F-05 Left	Dell	Optiplex	1				1	1
FLLT3GTF0503	Gate F-05 Jetbridge	Dell	Optiplex	1			1	1	
FLLT3GTF05PRT	Gate F-05 DCP	HP	M402dn B&W						
FLLT3GTF0601	Gate F-06 Left	Dell	Optiplex	1				1	1
FLLT3GTF0603	Gate F-06 Jetbridge	Dell	Optiplex	1			1	1	
FLLT3GTF06PRT	Gate F-06 DCP	HP	M402dn B&W						
FLLT3GTF0701	Gate F-07 Left	Dell	Optiplex	1				1	1
FLLT3GTF0703	Gate F-07 Jetbridge	Dell	Optiplex	1			1	1	
FLLT3GTF07PRT	Gate F-07 DCP	HP	M402dn B&W						
FLLT3GTF0801	Gate F-08 Left	Dell	Optiplex	1				1	1
FLLT3GTF0803	Gate F-08 Jetbridge	Dell	Optiplex	1			1	1	
FLLT3GTF08PRT	Gate F-08 DCP	HP	M402dn B&W						
FLLT3GTF0901	Gate F-09 Left	Dell	Optiplex	1				1	1
FLLT3GTF0903	Gate F-09 Jetbridge	Dell	Optiplex	1			1	1	
FLLT3GTF09PRT	Gate F-09 DCP	HP	M402dn B&W						
FLLT3GTF1001	Gate F-10 Left	Dell	Optiplex	1				1	1
FLLT3GTF1003	Gate F-10 Jetbridge	Dell	Optiplex	1			1	1	
FLLT3GTF10PRT	Gate F-10 DCP	HP	M402dn B&W						
FLLT4GFG0101	Gate G-01 Left	Dell	Optiplex	1				1	1
FLLT4GFG0103	Gate G-01 Jetbridge	Dell	Optiplex	1			1	1	
FLLT4GFG01PRT	Gate G-01 DCP	HP	M402dn B&W						
FLLT4GFG0201	Gate G-02 Left	Dell	Optiplex	1				1	1
FLLT4GFG0203	Gate G-02 Jetbridge	Dell	Optiplex	1			1	1	
FLLT4GFG02PRT	Gate G-02 DCP	HP	M402dn B&W						
FLLT4GFG0301	Gate G-03 Left	Dell	Optiplex	1				1	1
FLLT4GFG0303	Gate G-03 Jetbridge	Dell	Optiplex	1			1	1	
FLLT4GFG03PRT	Gate G-03 DCP	HP	M402dn B&W						
FLLT4GFG0401	Gate G-04 Left	Dell	Optiplex	1				1	1
FLLT4GFG0403	Gate G-04 Jetbridge	Dell	Optiplex	1			1	1	
FLLT4GFG04PRT	Gate G-04 DCP	HP	M402dn B&W						
FLLT4GFG0501	Gate G-05 Left	Dell	Optiplex	1				1	1
FLLT4GFG0503	Gate G-05 Jetbridge	Dell	Optiplex	1			1	1	
FLLT4GFG05PRT	Gate G-05 DCP	HP	M402dn B&W						
FLLT4GFG0601	Gate G-06 Left	Dell	Optiplex	1				1	1
FLLT4GFG0603	Gate G-06 Jetbridge	Dell	Optiplex	1			1	1	
FLLT4GFG06PRT	Gate G-06 DCP	HP	M402dn B&W						
FLLT4GFG0701	Gate G-07 Left	Dell	Optiplex	1				1	1
FLLT4GFG0703	Gate G-07 Jetbridge	Dell	Optiplex	1			1	1	
FLLT4GFG07PRT	Gate G-07 DCP	HP	M402dn B&W						
FLLT4GFG0801	Gate G-08 Left	Dell	Optiplex	1				1	1

Device ID	Location	Manufacturer	Model	Dell Monitor	Touchscreen Monitor	BCR	BGR	MS/OCR	COMBO KAP
FLLT4GFG0803	Gate G-08 Jetbridge	Dell	Optiplex	1				1	1
FLLT4GFG09PRT	Gate G-09 DCP	HP	M402dn B&W						
FLLT4GFG0901	Gate G-09 Left	Dell	Optiplex	1				1	1
FLLT4GFG0903	Gate G-09 Jetbridge	Dell	Optiplex	1			1	1	
FLLT4GFG09PRT	Gate G-09 DCP	HP	M402dn B&W						
FLLT4GFG1001	Gate G-10 Left	Dell	Optiplex	1				1	1
FLLT4GFG1003	Gate G-10 Jetbridge	Dell	Optiplex	1			1	1	
FLLT4GFG10PRT	Gate G-10 DCP	HP	M402dn B&W						
FLLT4GFG1101	Gate G-11 Left	Dell	Optiplex	1				1	1
FLLT4GFG1103	Gate G-11 Jetbridge	Dell	Optiplex	1			1	1	
FLLT4GFG11PRT	Gate G-11 DCP	HP	M402dn B&W						
FLLT4GFG1201	Gate G-12 Left	Dell	Optiplex	1				1	1
FLLT4GFG1203	Gate G-12 Jetbridge	Dell	Optiplex	1			1	1	
FLLT4GFG12PRT	Gate G-12 DCP	HP	M402dn B&W						
FLLT4GFG1301	Gate G-13 Left	Dell	Optiplex	1				1	1
FLLT4GFG1303	Gate G-13 Jetbridge	Dell	Optiplex	1			1	1	
FLLT4GFG13PRT	Gate G-13 DCP	HP	M402dn B&W						
FLLT4GFG1401	Gate G-14 Left	Dell	Optiplex	1				1	1
FLLT4GFG1403	Gate G-14 Jetbridge	Dell	Optiplex	1			1	1	
FLLT4GFG1404	Gate G-14 Jetbridge 2	Dell	Optiplex	1			1	1	
FLLT4GFG14PRT	Gate G-14 DCP	HP	M402dn B&W						

Service Counters at Gates									
FLLT4SRV0101	Concourse G - Service Desk West Side Position 01	Dell	Optiplex	1					1
FLLT4SRV0102	Concourse G - Service Desk West Side Position 02	Dell	Optiplex	1					
FLLT4SRV01PRT	Concourse G - Service Desk West Side DCP	HP	M402dn B&W						
FLLT4SRV0201	Concourse G - Service Desk East Side Position 01	Dell	Optiplex	1					1
FLLT4SRV0202	Concourse G - Service Desk East Side Position 02	Dell	Optiplex	1					
FLLT4SRV02PRT	Concourse G - Service Desk East Side DCP	HP	M402dn B&W						

Exhibit B – Payment Schedule

The rates specified below shall be in effect for the duration of the Agreement 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.

1. Support and Maintenance Fees

Description	Unit	Invoiced	Amount
System Support and Maintenance (excluding Biometrics Platform) per Exhibit D (9 staff on-site)	Annually	Quarterly in arrears	\$ 1,799,584.91/annually
Biometrics Platform Support and Maintenance per Exhibit D and Exhibit H (2 staff on-site)	Annually	Quarterly in arrears	\$ 565,561.75 (Year 1) \$ 628,329.00 (Year 2) Note: Year 1 prorated based upon work completed in Work Authorization No. 49.
Each Additional Field Engineer requested by BCAD	Hourly	Monthly in arrears	\$ 120,000.00/annually For periods of less than 30 days, at Contractor Labor Rates stated below
Each Additional On-Site Biometrics Engineer	Hourly	Monthly in arrears	\$ 165,200.00/annually For periods of less than 30 days, at Contractor Labor Rates stated below

Annual periods shall commence on July 1 and end on June 30 of the following year. The foregoing System Support and Maintenance amounts and Biometrics Platform Support and Maintenance amounts (other than Year 2 for Biometrics Platform Support and Maintenance, which shall be the amount stated above) shall be subject to a maximum annual increase of no more than 1.5% annually, which may be effectuated upon written notice from Contractor of the new rates at least 30 days prior to the start of each annual period. All other amounts stated in this Exhibit B are fixed for the duration of the Agreement.

2. Contractor Labor Rate Fees

Contractor Labor Rates				
REF #	SYSTEM OR OPTION	QTY	UNIT	COST
1	Contractor Field Engineer	1	HR	\$68.00
2	Contractor Network Engineer	1	HR	\$162.00
3	Contractor Network Administrator	1	HR	\$162.00
4	Contractor System Administrator	1	HR	\$162.00
5	Contractor/3rd Party PCI/Security Consultant	1	HR	\$162.00
6	Contractor Systems Engineer	1	HR	\$126.00
7	Contractor Sr. Systems Engineer	1	HR	\$126.00
8	Contractor Systems Engineering Manager	1	HR	\$162.00
9	Contractor Solution Design Engineer	1	HR	\$126.00
10	Contractor Sr. Solution Design Engineer	1	HR	\$126.00
11	Contractor Solution Design Manager	1	HR	\$162.00
12	Contractor Software Engineer	1	HR	\$126.00
13	Contractor Sr. Software Engineer	1	HR	\$162.00
14	Contractor Software Engineer Manager	1	HR	\$162.00
15	Contractor Program/Project/Consulting Manager	1	HR	\$162.00
16	Contractor Biometrics Engineer	1	HR	\$79.42
Subcontractor Labor Rates				
17	DATO Electric - Labor Rate per hour (7 AM to 3:30 PM Mon-Fri) Service Calls to be billed at a four (4) hour minimum block	1	HR	\$90.00
18	DATO Electric - Overtime Labor Rate (working hours after 3:30 PM Monday through Friday; and all weekend and holidays)	1	HR	\$135.00
19	Searidge Consulting (Project Management, Development, Implementation & Testing; not including travel, which requires prior written approval and subject to Florida Statutes Section 112.061)	1	Block (1 block includes 40 hours)	\$11,050.00

3. Equipment Pricing (Master Price List)

County may purchase any of the equipment or option(s) listed below by purchase order at the unit cost stated. The pricing listed below shall remain fixed for at least two (2) years after the Effective Date. Thereafter, the Contractor's then-current Master Price List for the same or substantially equivalent shall be automatically substituted herein upon written approval by the Director of Purchasing. Shipping is included in all pricing set forth below and in the then-current Master Price List; any vendor discount received by Contractor shall be passed on to County. As used herein, any reference to "contemporary replacement model" is a model that is substantially functionally equivalent as determined by the Contract Administrator.

REF #	SYSTEM OR OPTION	QTY	UNIT COST
1	FIDS - 40" Display – NEC P404 or contemporary replacement model	EA	\$1,754.54
2	FIDS - 48" Display – NEC P484 or contemporary replacement model	EA	\$1,894.40
3	FIDS - 55" Display – NEC P554 or contemporary replacement model	EA	\$3,244.80
4	FIDS - Display Video Controller – Dell OptiPlex 3070 or contemporary replacement model	EA	\$1,296.00
5	FIDS - Baggage Input Console – Comark C9200 or contemporary replacement model	EA	\$3,361.60
6	DAPP (EASE) – Workstation – Dell OptiPlex 3080 or contemporary replacement model	EA	\$1,248.00
7	DAPP (EASE) - Workstation Monitor	EA	\$246.40
8	DAPP (EASE) - Workstation Serial Card – Startech PEX4S553B or contemporary model	EA	\$124.14
9	DAPP (EASE) – Boarding Pass & Bag Tag Printer (ATB/BTP) – Vidtronix MAP Printer or contemporary model	EA	\$2,878.40
10	DAPP (EASE) – Boarding Pass & Bag Tag RFID Printer RFID (ATB/BTP) – Vidtronix MAP RFID Printer or contemporary model	EA	\$3,780.13
11	DAPP (EASE) – Boarding Pass & Bag Tag Cabinet - Vidtronix MAP Printer Cabinet or contemporary replacement model	EA	\$1,379.20
12	DAPP (EASE) – Boarding Pass & Bag Tag Printer Power Supply – APX Technologies EA1050B-240 or contemporary replacement model	EA	\$78.58
13	DAPP (EASE) - Vidtronix MAP Printer RJ-45 to DB9 Cable	EA	\$11.20
14	DAPP (EASE) – Boarding Pass & Bag Tag Printhead - Vidtronix MAP Printer Printhead 203 dpi or contemporary replacement model	EA	\$154.93
15	DAPP (EASE) - MSR/OCR Keyboard – Access-IS AKB500-G-US-OM-0 (USB Interface) or contemporary replacement model	EA	\$798.40
16	DAPP (EASE) - Boarding Gate Reader – Access-IS BGR135S or contemporary replacement model	EA	\$1,310.40
17	DAPP (EASE) - DCP Printer - HP LaserJet M404dn B/W Printer	EA	\$449.57
18	DAPP (EASE) – Handheld Scanner - Honeywell Xenon 1900 or contemporary replacement model	EA	\$477.01
19	DAPP (EASE) - Honeywell Xenon 1900 Handheld Scanner Power Adapter	EA	\$40.82
20	DAPP (EASE) - Honeywell Xenon 1900 Stand	EA	\$36.64
21	DAPP (EASE) - UPS for DAPP Workstation	EA	\$822.40
22	DAPP (EASE) - Airline Implementation	EA	\$10,000.00
23	DAPP (EASE) - Boarding Pass Stock 7 mil Blank Fan Fold Boarding Passes (1,000 boarding passes per box, shipping not included)	EA	\$30.40
24	DAPP - Bag Tag Stock 21" LES Material Baggage Tag Blank (200 tags per roll; shipping not included)	EA	\$42.40
25	DAPP (EASE) Biometrics - ICM BioPod	EA	\$7,864.00
26	DAPP (EASE) Biometrics - BioPod Pole	EA	\$880.00

27	DAPP (EASE) Biometrics - BioPod VESA Mount	EA	\$259.20
28	CUSS - CUSS Kiosk (Dual Bag Tag Printers) – IER 919E or contemporary replacement model	EA	\$19,360.00
29	CUSS - Certified Airline Implementation	EA	\$5,000.00
30	CUSS - Certified Airline Annual Support	EA	\$4,000.00
31	CUSS - Boarding Passes (IER Rolls - 2500 Boarding Passes per roll, shipping not included)	EA	\$42.40
32	CUSS - IER IMS Monitoring Interface Yearly Cost (80 dollars per kiosk + 30%)	Unit	\$104.00
33	VRC - HD PTZ Camera – Bosch MIC IP Starlight 7000/7500 HD PTZ Camera or contemporary replacement model	EA	\$8,077.68
34	VRC - HD PTZ Camera Mount – Bosch MIC-DCA-HB or contemporary replacement model	EA	\$183.57
35	VRC – Visible Camera – Bosch Dinion IP Starlight 8000 MP Camera or contemporary replacement model	EA	\$1,676.67
36	VRC – Visible Camera Lens - Bosch Dinion IP Starlight 8000 MP Camera Lens LVF-5005C-S4109 or contemporary replacement model	EA	\$228.26
37	VRC – HD PTZ Camera Power Supply - Bosch VideoJet Connect 7000 Power Supply VJC7000 or contemporary replacement model	EA	\$2,024.50
38	VRC - Camera Enclosure - VideotecHOV32K2A200 or contemporary replacement model	EA	\$696.58
39	VRC – Videotec Camera Enclosure Power Supply - Videotec UPTIRPS120UL or contemporary replacement model	EA	\$771.20
40	VRC – Power Supply - Altronix AYPOINT30A8U or contemporary replacement model	EA	\$430.40
41	VRC – Camera Enclosure Mount - Pelco M2400 Mount or contemporary replacement model	EA	\$168.00

REF #	Biometrics Hardware & Options	QTY	UNIT COST
1	BioPod – ICM IBP0002 or contemporary replacement model	EA	\$6,994.00
2	BioPod Stand – AFC industries Amadeus custom millwork mounted pole	EA	\$719.00
3	BioPod – Cables	EA	\$16.00

REF #	Additional BioPods Support and Maintenance	QTY	UNIT COST
1	Additional BioPods Annual Support and Maintenance	Per BioPod annually each	\$1,369.00

Exhibit C – Security Requirements

“County Confidential Information” means any County Data that includes employee information, financial information, or personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law or applicable regulatory body).

“County Data” means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of Contractor’s services, whether or not electronically retained, and regardless of the retention media.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

Security and Access. If Contractor will have access to any aspect of County’s network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:

- (a) comply at all times with all applicable County access and security standards, policies, and procedures related to County’s network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;
- (b) provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor’s compliance with County security standards;
- (c) provide privacy and information security training to its employees with access to County’s network upon hire and at least once annually; and
- (d) notify County of any terminations or separations of Contractor’s employees who had access to County’s network.

In addition, for any remote access to County’s network, Contractor must:

- (a) utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks) and passphrases and safeguard County Data that resides in or transits through Contractor’s internal network from unauthorized access and disclosure;
- (b) ensure the remote host device used for access is not connected to any other network, including an unencrypted third-party public WiFi network, while connected to County’s network, with the exception of networks that are under Contractor’s complete control or under the complete control of a person or entity authorized in advance by County in writing;
- (c) enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure;

- (d) utilize equipment that contains antivirus protection software, an updated operating system, firmware, and third party-application patches, and that is configured for least privileged access;
- (e) utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and
- (f) activate remote access from Contractor and its approved subcontractors into the County network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

Data and Privacy. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted or stored outside the United States and/or Contractor Service Centers located in Germany, Costa Rica, Singapore, Malaysia, or such other location(s) as approved in advance by County Contract Administrator or as agreed in an SOW. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

Managed or Professional Services. Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed services under the Agreement and who had access to County Confidential Information or the County network. If any unauthorized party is successful in accessing any information technology component related to Contractor (including but not limited to servers or fail-over servers) where County Data or files exist or are housed, Contractor shall notify County as soon as reasonably practicable after learning of the incident. Contractor shall provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident

response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications. Contractor shall not release County Data or copies of County Data without the advance written consent of County. If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall ensure the use of any open source or third-party software or hardware does not undermine the security posture of Contractor or County.

System and Organization Controls (SOC) Report. No later than March 31, 2022 (unless such time period is extended by the Contract Administrator), Contractor must provide County with a copy of a current unqualified System and Organization Controls (SOC) 1 Type II Report for Contractor and for any third party that provides the applicable services comprising the system; and as soon as Contractor obtains a SOC 2 report (Type I or Type II) for Contractor or for any third party that provides the applicable services comprising the system, Contractor shall provide a copy of the SOC 2 Report, and annually each year thereafter, which should be inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), unless this requirement is waived in writing by the County's CIO or designee. In addition, Contractor shall provide County with any other certifications Contractor has obtained that test or demonstrate the adequacy of Contractor's internal controls for information or network security (e.g., ISO 2701).

Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
- (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;
- (f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;

- (g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and
- (h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

- (a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;
- (b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator, and disclose any default accounts or backdoors that exist for access to County's network;
- (c) shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of a new critical or high security vulnerability and notify County of proposed mitigation steps taken;
- (d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;
- (e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);
- (f) ensure the Equipment is not within three (3) years from its end of life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;
- (g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the original Equipment manufacturer's website; and
- (i) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Payment Card Industry (PCI) Compliance. If and to the extent at any point during the Agreement the Software accepts, transmits, or stores any credit cardholder data or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), Contractor must:

- (a) comply with the most recent version of VISA Cardholder Information Security Program ("CISP") Payment Application Best Practices and Audit Procedures including Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"), including the functions relating to storing, processing, and transmitting of the cardholder data;
- (b) Maintain PCI DSS validation throughout the Agreement;

- (c) prior to commencement of the Agreement (or at such time the Software will process cardholder data), prior to Final Acceptance (if applicable), after any significant change to the CDE, and annually, provide to County: (i) a copy of Contractor's Annual PCI DSS Attestation of Compliance ("AOC"); and (ii) a written acknowledgement of responsibility for the security of cardholder data Contractor possesses or otherwise stores, processes, or transmits and for any service Contractor provides that could impact the security of County's CDE (if Contractor subcontracts or in any way outsources the credit card processing, or provides an API that redirects or transmits cardholder to a payment gateway, Contractor is responsible for maintaining PCI compliance for the API and providing the AOC for the subcontractor or payment gateway to County);
- (d) maintain and provide to County a PCI DSS responsibility matrix that outlines the exact PCI DSS controls that are the responsibility of either party and the PCI DSS controls that are the shared responsibility of Contractor and County;
- (e) follow Open Web Application Security Project (OWASP) for secure coding and transmission of payment card data only to the extent Contractor provides a payment application;
- (f) immediately notify County if Contractor learns or suspects that Contractor, its Software, or its platform is no longer PCI DSS compliant and provide County the steps being taken to remediate the noncompliant status no later than seven (7) calendar days after Contractor learns or suspects it is no longer PCI DSS compliant;
- (g) activate remote access from Contractor and its approved subcontractors into County's network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use; and
- (h) maintain all inbound and outbound connections to County's CDE using Transport Layer Security (TLS) 1.2 or current industry standard (whichever is higher).

Without diminishing the foregoing obligations in any way, Contractor represents as follows:

- EASE – EASE is a platform that houses airline Virtual Machines that connect to the airline's own Departure Control System (DCS). It is not an application and therefore does not qualify for PA-DSS compliance. Should EASE process or store credit card data as an application, then Contractor should comply with foregoing requirements with respect to EASE. Otherwise, Contractor is responsible to ensure that the EASE platform will continue to:
 - Encrypt the transmission of credit card information from entry of the information into the EASE platform until it enters the airline's Virtual Machine.
 - Ensure that each airline's Virtual Machines only runs processes that have access to their cardholder data environment.
 - Comply with the entire Payment Card Industry Data Security Standard (PCI-DSS) as it relates to the passage of encrypted credit card information through the EASE platform.
- ACUS – ACUS is a hosted platform that connects to the airline's own Departure Control System (DCS). It is not an application and therefore does not qualify for PA-DSS

compliance. Should ACUS process or store credit card data as an application, then Contractor should comply with the foregoing requirements with respect to ACUS. Otherwise, Contractor is responsible to ensure that the ACUS hosted platform will continue to:

- Encrypt the transmission of credit card information from entry of the information into the ACUS hosted platform until it enters the airline's application.
- Ensure that each airline's application only runs processes that have access to their cardholder data environment.
- Comply with the entire Payment Card Industry Data Security Standard (PCI-DSS) as it relates to the passage of encrypted credit card information through the ACUS hosted platform.

Health Information Portability and Accountability Act. If County determines in its reasonable business judgment that Contractor is a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect all protected health information ("PHI") that is subject to the requirements of 45 C.F.R. §§ 160, 162, and 164 and related statutory and regulatory provisions, as required by HIPAA and HITECH.

Business Associate Agreement. If requested by County, Contractor shall execute County's form Business Associate Agreement (located at [https://www.broward.org/purchasing/documents/9.Standard Business Associate Agreement Form.pdf](https://www.broward.org/purchasing/documents/9.Standard%20Business%20Associate%20Agreement%20Form.pdf)). Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or termination of the Agreement.

Application Development Services. Contractor shall develop, implement, and comply with industry-standard secure coding best practices as outlined by the County's Service Provider Application Secure Coding Standard. In addition, if application development services are performed by Contractor augmented staff on behalf of County, staff must strictly follow and adhere to the County's established application development policies, process, procedures, practices, and standards. Upon request by County, Contractor shall provide an attestation letter to certify that security testing as specified above was performed along with security scan test results and tests performed. Any exceptions must be documented with the delivery of the attestation letter for acceptance by the County.

Exhibit D - Support and Maintenance

1. Support and Maintenance Scope

Support and Maintenance includes software maintenance, database maintenance, preventative maintenance, software licenses, software updates, hotfixes, and upgrades, system configuration, on-site training, systems monitoring, troubleshooting, and 24/7 helpdesk to ensure all severity levels are met for all Supported Software and Supported Equipment at all locations, all airlines, and all terminals designated by County up to a total of 46 BioPods set forth in Exhibit A (including Attachment 1 thereto), including the following System components:

- i) **Airport Information Management System (AIMS) Software**
 - (1) **Passenger Processing Systems**
 - (a) **Extended Airline System Environment (EASE™)**
 - (b) **Amadeus Airport Common Use System (ACUS)**
 - (c) **Amadeus Biometrics Interface**
 - (d) **Common Use Self Service (CUSS)**
 - (i) **IER CUSS Software**
 - (ii) **Airline CUSS Applications**
 - (iii) **CUSS reporting services**
 - (2) **Operational Systems**
 - (a) **Airport Operational Database (AODB)**
 - (i) **Airport Intelligence**
 - (b) **Resource Management System (RMS)**
 - (3) **Electronic Visual Information Display System (EVIDS)**
 - (a) **Flight Information Display System (FIDS)**
 - (i) **Baggage Input Console (BIC)**
 - (ii) **Intelligent Display Systems**
 - 1. **Maintenance of monitors (replacement)**
 - (iii) **Airport Gate Information Display System (GIDS)**
 - (iv) **Advertising Display System (ADS)**
 - (v) **Extended Airline System Environment Flexible (EASE™ FX)**
 - 1. **Airline (Airline GIDS)**
 - (4) **Enterprise Service Bus (ESB)**
 - (a) **External flight information data interface**
 - (b) **Any other existing or future interfaces installed by Contractor**
 - (5) **Virtual Ramp Control**
 - (a) **FAA Data Interface**
- ii) **Hardware Integration to EASE™ software**
 - (1) **EASE Peripherals**
 - (a) **Personal Computer (PC)**

- (b) Travel Document Printer (boarding passes, bag tags, etc.)
 - (c) Keyboards/MSR-OCR
 - (d) Boarding Gate Readers (BGR)
 - (e) Bar Code Scanners (BCR)
 - (f) Laser and/or Inkjet Printers (PRT)
 - (g) Receipt Printers (POS)
 - (h) Uninterruptible Power Supply (UPS)
 - (i) RFID Reader and/or Encoders (RFID)
- iii) VoIP Support for Ticket Counters and Gates
- (1) Level 1 Support (Break/fix)
 - (2) Paging Level 1 Support (Break/Fix)

Contractor shall provide County with Support and Maintenance so as to ensure and maintain optimal performance of the Products and System, including operation consistent with the applicable specifications and the Documentation, which service shall include the following:

- Timely response and resolution of any errors, defects, malfunctions, or other issues affecting the use or performance of the Products or System (each an “Event” and collectively, “Events”) in keeping with the Required Response Times stated below;
- Providing and facilitating the installation of updates, upgrades, and releases as they are made available to Contractor’s other clients;
- Notifying County of patches and updates affecting security, and applying, testing, and validating the appropriate patches and updates and/or workarounds on a test version of the application before distribution.
- On-call availability via telephone and e-mail during normal business hours to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the Products or System;
- Emergency availability via telephone and e-mail after hours to receive and respond to specific technical problems and questions relating to the operation or functionality of the Products or System;
- Use of ongoing best efforts to maintain the optimal functioning of the Products and System, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the Software;
- Routine notification to County as it becomes available of new or updated information pertaining to the Products, System, or the Documentation.

Support and Maintenance shall be provided via telephone, electronic communication, on-site, or as otherwise appropriate to address the issue. Any update, upgrades, releases, or other modifications to the Software shall be provided via electronic communication and for download via the Internet, if practicable. To the extent necessary to resolve an Event or other support request, Contractor shall provide support on-site at any office or location of a Broward County

agency. Contractor agrees that its personnel shall be suitably trained in the operation, support and maintenance of the Software, Products, and System. If in the reasonable opinion of County, the personnel provided are not acceptable, Contractor agrees to provide suitable replacements.

2. Minimum On Site Contractor Staffing

Contractor will provide dedicated full time on-site Contractor staff at the Fort Lauderdale – Hollywood International Airport (“BCAD” or “Airport”) in Fort Lauderdale, Florida, as set forth below.

The purpose of this document is to ensure clarity of resources for the Contractor Site Manager, Contractor Systems Engineer, Contractor Field Engineers, Contractor Remote Support, and BCAD IT Division to permit smooth day to day operations of the AIMS environment, including all respective hardware and software.

All staffing provided under this Agreement shall be employees of Contractor; no subcontractors permitted unless approved in advance in writing by Contract Administrator. County shall have the right to request removal of any on-site personnel at any time for good cause, in which event Contractor shall propose and provide reasonable replacements at no additional cost to County. Contractor shall provide documentation in advance demonstrating the experience and qualifications of the replacement personnel for County review and approval.

SYSTEM SUPPORT AND MAINTENANCE ON-SITE STAFFING

1) One (1) Site Manager (or “Program Manager”)

- a. Available on site from 8:00 AM – 5:00 PM Monday - Friday, with one hour lunch break, and available via cell phone outside of regular business days/hours for escalation. If additional support hours are required to meet the needs of BCAD, the Program Manager will be available as needed.
 - i. BCAD Regular Business Days and Hours:
 1. Monday – Friday 8:00 am to 5:00 pm
 - ii. Outside Regular Business Days and Hours:
 1. Friday 5:00 pm to Monday 8 am; and
 2. Monday – Sunday 5:00 pm to 8:00 am
- b. Observes Contractor Holiday Schedule
- c. Observes two weeks of vacation
 - i. Vacation requests should be submitted to BCAD ten (10) regular business days prior to the requested leave date.
 1. Vacations are covered with existing Systems Engineer.
 2. If Site Manager requests two consecutive weeks (ten (10) regular business days) of vacation leave, on-site Contractor will provide coverage.
 3. BCAD may deny vacation requests based on BCAD business needs.

- d. **Illness/injury requiring the Contractor Site Manager to be absent is not a violation, provided:**
 - i. **Illness/injury must be reported to the BCAD within 1 (one) hour before scheduled shift begin time.**
 - ii. **If Illness/Injury greater than 5 (five) consecutive regular business days then other on-site Contractor staff will provide coverage for the duration of the illness/injury at no additional cost to County.**
 - e. **The Contractor Site Manager shall meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the Airport.**
 - i. **Shall meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at BCAD.**
 - f. **County shall have the right to approve any change in Site Manager in advance. Contractor shall provide documentation demonstrating the experience and qualifications of the Site Manager for County review and approval.**
- 2) Two (2) On-Site Systems Engineers**
- a. **Available on site (split coverage between the two System Engineers) from 8:00 AM – 10:00 PM, Monday - Friday, with one hour lunch break, and available via cell phone outside of regular business days/hours for escalation. Unless additional support hours are required to meet the needs of BCAD.**
 - i. **BCAD Regular Business Days and Hours:**
 - 1. **Monday – Friday 8:00 am to 5:00 pm**
 - ii. **Outside Regular Business Days and Hours:**
 - 1. **Friday 5:00 pm to Monday 8 am; and**
 - 2. **Monday – Sunday 5:00 pm to 8:00 am**
 - b. **Available on site after Regular Business Hours one (1) night each month to perform Maintenance on all Amadeus systems (databases, servers, clients, etc.)**
 - i. **Maintenance window will be agreed upon timeframe with the Airport**
 - c. **Available on site after Regular Business Hours for any emergency updates.**
 - d. **Observe Contractor Holiday Schedule**
 - i. **Holiday schedule will be provided to Airport at the beginning of each calendar year.**
 - ii. **Staff will be on site if necessary during the holidays.**
 - e. **Each System Engineer observes two weeks of vacation; the alternate System Engineer and Field Engineers will cover while the other is in vacation**
 - f. **Illness/injury requiring the Contractor Field Engineers to be absent is covered within the cost of the Support Agreement.**
 - i. **Illness/injury are covered with existing Site Manager or Field Engineers**
 - ii. **Illness/injury must be reported to the BCAD within 1 (one) hour before scheduled shift begin time.**
 - iii. **If Illness/Injury greater than 5 (five) consecutive regular business days then other on-site Contractor staff will provide coverage for the duration of the illness/injury at no additional cost to County.**

- iv. Illness/injury must be reported to the BCAD within 1 (one) hour before scheduled shift begin time.
 - g. The Contractor Systems Engineer shall meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the Airport.
 - i. Shall meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at BCAD.
- 3) Six (6) On-Site Field Engineers
- a. Field Engineers will be available on site 20/7, with each Field Engineer working an eight to ten (10) hour shifts with one hour lunch break, to provide continuous coverage of three (3) Field Engineers at all times between 04:00 AM to 00:00 (midnight)
 - i. BCAD Regular Operational Days and Hours:
 - 1. Monday – Sunday 4:00 am to 12:00 am
 - ii. Outside Regular Operational Days and Hours:
 - 1. Monday – Sunday 12:00 am to 4:00 am
 - b. Observe Contractor Holiday Schedule
 - i. Staff will be on site per regular schedule during the holidays.
 - c. Each Field Engineer observe two weeks of vacation
 - i. Vacation time taken by any Field Engineer covered by remaining existing Field Engineers
 - d. Illness/injury requiring the Contractor Field Engineers to be absent is covered within the cost of the Support Agreement.
 - i. Illness/injury are covered with existing Field Engineers
 - ii. If Illness/Injury greater than 5 (five) consecutive regular business days then other on-site Contractor staff will provide coverage for the duration of the illness/injury at no additional cost to County.
 - iii. Illness/injury must be reported to the Contractor Site Manager within 1 (one) hour before scheduled shift begin time.
 - iv. Contractor Site Manager will immediately report absence to BCAD designated representative.
 - e. The Contractor Field Engineers shall meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the Airport.
 - i. Shall meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at BCAD.
 - f. Contractor Field Engineers may be appointed at times to the Airport Operations Control Center.
 - i. Train airport operations with airport management.
 - ii. Assist airport operations airport management
 - g. All Field Engineer positions shall not require MBE/CBE.
 - i. Field Engineers shall be Contractor employees, except for subcontracting approved in advance by County Contract Administrator.

4) Remote Support Staff:

- a. Remote work and services shall be provided and performed by Contractor Service Management Centre (SMC)
- b. After hours remote work and services shall be provided and performed from various Contractor Service Centers located in Germany, Costa Rica, Singapore, Malaysia, or such other location(s) as approved in advance by County Contract Administrator.
- c. Remote access shall meet BCAD security requirements.
 - i. Contractor will provide notice to BCAD within 24 hours of a termination or resignation of support staff.

BIOMETRICS SUPPORT AND MAINTENANCE ON-SITE STAFFING

1) Two (2) System Engineers

- a. Available on site (split coverage between the two System Engineers) from 8:00 AM – 10:00 PM, Monday - Friday, with one hour lunch break, and available via cell phone outside of regular business days/hours for escalation. Unless additional support hours are required to meet the needs of BCAD.
 - ii. BCAD Regular Business Days and Hours:
 - 1. Monday – Friday 8:00 am to 5:00 pm
 - iii. Outside Regular Business Days and Hours:
 - 1. Friday 5:00 pm to Monday 8 am; and
 - 2. Monday – Sunday 5:00 pm to 8:00 am
- b. Available on site after Regular Business Hours one (1) night each month to perform Maintenance on all Amadeus systems (databases, servers, clients, etc.)
 - i. Maintenance window will be agreed upon timeframe with the Airport
- c. Available on site after Regular Business Hours for any emergency updates.
- d. Observe Contractor Holiday Schedule
 - i. Holiday schedule will be provided to Airport at the beginning of each calendar year.
 - ii. Staff will be on site if needed during the holidays.
- e. Each System Engineer observes two weeks of vacation; the alternate System Engineer and Field Engineers will cover while the other is in vacation
- f. Illness/injury requiring the Contractor System Engineers to be absent is covered within the cost of the Support Agreement.
 - i. Illness/injury are covered with existing Site Manager or Field Engineers
 - ii. Illness/injury must be reported to the BCAD within 1 (one) hour before scheduled shift begin time.
 - iii. If Illness/Injury greater than 5 (five) consecutive regular business days then other on-site Contractor staff will provide coverage for the duration of the illness/injury at no additional cost to County.

- iv. **Illness/injury must be reported to the BCAD within 1 (one) hour before scheduled shift begin time.**
- g. **The Contractor Systems Engineer shall meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the Airport.**
 - i. **Shall meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at BCAD.**

3. Detailed Support and Maintenance Services

Contractor will provide the following Support and Maintenance for all Supported Equipment and Supported Software, as applicable:

A. SOFTWARE WARRANTY AND MAINTENANCE SUPPORT REQUIREMENTS

- i) **Contractor will provide unlimited 24/7 telephone support from Contractor's help desk.**
- ii) **Contractor will provide, or make available, technical experts to assist with operational questions, troubleshooting, training, and general how-to questions, as required by the BCAD.**
- iii) **Contractor will manage the third-party software maintenance agreement(s) (separately procured by County) necessary to support any and all third-party software components of CUSS environment.**
- iv) **Contractor will participate in and actively support the BCAD's processes for improving the quality of Shared Use Services and Systems (namely, all services and services designated "Common Use" by BCAD, such as those shared by multiple users/vendors/concessionaires at the Airport) provided to the airport stakeholders that may include (a) participation in various work groups, (b) recommendation of new interface services, or (c) initiating recommendations for improving the way the Department and Contractor does business.**
- v) **Contractor and its officers, employees, guests, invitees, and vendors will observe, obey, and comply with all applicable rules, policies, procedures, and regulation of the BCAD, Aviation Department, Federal Aviation Administration, Transportation Security Administration, and the Department of Homeland Security in effect at any time during the term of this agreement.**

B. CORRECTIVE MAINTENANCE

- i) **Contractor will be responsible for all corrective maintenance of the System software including replacing/repairing damaged or non-functioning (software) components, interfaces, and integration points.**

- ii) Work orders will be issued to Contractor through Contractor's ticketing system. Each ticket will have a description of the work that is to be performed along with the specific system and/or airline affected.
- iii) Contractor will submit monthly reports of all corrective maintenance performed to BCAD for review. Contractor and BCAD will agree to a format for the reports.

C. INCIDENT MANAGEMENT AND REPORTING

- i) Contractor will ensure that all DAPP and CUSS incidents are captured and entered in Contractor's service tracking application.
- ii) Contractor will ensure that the designated on-site support staff has full access, and is knowledgeable in the operations of Contractor's service tracking application.
- iii) Contractor will submit incident reports to BCAD as needed, or as requested, by BCAD.
- iv) BCAD and Contractor will determine the cycles and frequencies of required reports. Contractor and the BCAD will agree to a format for the reports.

D. CONTRACTOR SOFTWARE PREVENTATIVE MAINTENANCE

- i) Contractor's on-site staff will perform preventative maintenance in accordance with the manufacturer's specifications for Supported Software.
- ii) Contractor's on-site support staff will meet as required with BCAD designated representative to discuss on-going issues, and resolution. BCAD and Contractor will determine the cycles and frequencies of meetings.
- iii) All preventative maintenance will be performed by Contractor with no service disruption to airport operations. All preventative maintenance performed will follow established change control processes.
- iv) Contractor will submit monthly reports of all preventative maintenance performed to BCAD for review.
- v) Contractor and BCAD will agree to a format for the reports.

E. SOFTWARE UPDATES AND CHANGE CONTROL

- i) Software updates, patches, or bug fixes, specific to Fort Lauderdale - Hollywood International Airport will be provided, tested, and installed at no additional cost to County for the duration of the Agreement.
- ii) Contractor will provide, at no additional charge to County, any and all Software updates or latest versions of all Software, including all Shared Use software package(s) listed in Section 1, as they become available for the duration of this Agreement.
- iii) Contractor will make any and all necessary Software parameter changes to accommodate changes directed by BCAD, at no additional charge to County.
- iv) No software updates, patches, or bug fixes will be performed without prior approval from Contractor and BCAD.

- v) **Change Management Process:** Contractor will comply with the following change management process:
- (1) BCAD and Contractor recognize that changes to the Shared Use environment are inevitable. Therefore, a change management process has been put into place to manage such changes in a structured and uniform manner.
 - (2) Changes to the BCAD environment will be coordinated through the Contractor Site Manager. Changes to the production environment will occur during off production hours, with the exception of emergency changes. All changes require a System Change Request (SCR) form and approval from Contractor and BCAD.
 - (3) The information below must be communicated in writing to BCAD for all production environment changes no less than 3 business days prior to the change being made. The only exception is for emergency changes, where the change information can be communicated verbally and be submitted in writing after the change has been implemented. The amount of detail required will be determined by the complexity of the change. Routine changes require this information to be provided in advance of the change. Urgent or emergency changes will not be delayed by the requirement to provide this information; however, this information will be required in a reasonable time frame.
 - (4) The System Change Request (SCR) form act as the official change request submission document. The review and approval of an SCR requires that both Contractor and BCAD understand the exact change, its purpose, and its possible risks. All System Change Requests shall include (at a minimum) the following information:
 - (a) **Description** - A brief narrative of what the change is intended to accomplish. Should be phrased in business terms, not technical terms.
 - (b) **Scope**
 - (i) **Small** – change affects one module and few settings (all are listed)
 - (ii) **Medium** – change affects either one module and many settings, OR many modules and few settings (all are listed)
 - (iii) **Large** – change affects many modules and settings (all are listed)
 - (c) **Source** - The name of the organization(s) instigating the change
 - (d) **Urgency**
 - (i) **Routine** – part of normal, day to day, system maintenance. Will be postponed if Urgent or Emergency Changes exist
 - (ii) **Urgent** – required to resolve a problem causing equipment or systems to not perform normally, or address a vulnerability. Will only be postponed if Emergency Changes exist
 - (iii) **Emergency** – required to resolve a significant problem or system outage as determined by BCAD. Cannot be postponed without risk of complete system failure or sever operational disruption.

- (e) **Testing** - A brief narrative of the testing performed to ensure the change accomplishes what it is intended to and that the testing is comprehensive enough that it does not cause any unforeseen impacts
 - (f) **Training** - Any training required by the users of the impacted systems or modules
 - (g) **Implementation** - The steps required to implement the change
 - (h) **Back Out Procedures**- The steps required to remove the change if required, and restore the systems to their previous state
- (5) All changes to the production environment will be processed according to the following event outline:
1. The Contractor Site Manager will create and submit an SCR in SharePoint following the Contractor internal process.
 2. The Contractor Site Manager presents the SCR to BCAD after the SharePoint approval process.
 3. BCAD and Contractor Site Manager review the SCR.
 4. The Contractor Site Manger requests (from Contractor) updates to the SCR as required from the review.
 5. The Contractor Site Manager will schedule a conference call between BCAD and the Contractor engineer who will be implementing the SCR changes.
 6. The SCR is either updated or revalidated (if needed) or a date and time is proposed for the change to be implemented.
 7. BCAD provides final approval of the date and time
 8. The Contractor Site Manager confirms the scheduled date and time with Contractor remote support.
 9. Contractor sends a message to all respective parties informing them or the scheduled system downtime.

F. QUALIFICATIONS

- i) Contractor's staff performing any work on the System, Software and/or Equipment will be qualified and experienced to perform maintenance and upgrades on the software or equipment at issue.

G. SECURITY, CONFIDENTIALITY, AND NETWORK DATA SECURITY REQUIREMENTS

- i) Contractor's on-site and remote staff will meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the Airport.
- ii) On-site staff will meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at the airport.
- iii) Any remote access by Contractor must meet BCAD security requirements.
- iv) Contractor must provide written notice to BCAD within 24 hours after a termination or resignation of support staff.

H. SPARES

- i) BCAD will maintain 10% spares for all equipment reasonably expected to be needed for resolution of platform hardware issues.

I. ESCALATION PROCEDURES

- i) Contractor will establish escalation procedures that will be engaged to support and assist in providing timely resolution as required. Contractor will provide an escalation list of upper management to enable problem resolution in the event BCAD is dissatisfied with the level of service at any time during the troubleshooting process, BCAD may ask for a management escalation as outlined below:

Contractor Management Escalation Contact List:

Name	Title	Contact Information	
		Email	Phone Number
Lisandro Mendez	Program Manager	Lisandro.Mendez@amadeus.com	(305) 680-6762
Sharon Abate	Director, Support	Sharon.abate@amadeus.com	(972) 251-3088
Jeff Shull	Vice President	Jeff.shull@Amadeus.com	(407) 874-9311
Chris Keller	Vice President	Chris.keller@amadeus.com	(630) 240-2776
Betros Wakim	Senior Vice President	Betros.wakim@amadeus.com	(407) 874-9288

Required Response Times. Contractor will provide support for problem resolution twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year (366 days during any leap year). Contractor will provide a toll-free telephone number at which Contractor will be accessible 24/7 every day.

Support calls will be submitted, and prioritized, utilizing the severity definitions listed below:

Severity	Description
Critical	Total Amadeus software application or functionality is down, corrupted or severely degraded (i.e., inoperable) in service, impacting a significant group of users. An Amadeus application or functionality is down, corrupted or severely degraded (i.e., inoperable) in service, for a limited number of users and having a significant commercial impact on those users. No back-up is available or no reasonable, automated workaround provided. All appropriate Amadeus technical resources are applied 24x7 until the incident is resolved.
Serious	Partial Amadeus software application or functionality is down, severely corrupted or severely degraded in service, impacting a limited number of users. A system, an application or functionality is degraded for a significant group of users. Back-up is available or a reasonable, automated work around provided. Amadeus resources are applied with top priority until the incident is

Severity	Description
	recovered. May require additional hours. Fix may be applied without regression test.
Medium	Amadeus Software are responding; however, there are technical issues which are affecting a user(s) in a negative manner. Example: Hardware or software technical issues; intermitted network outages
Low	Amadeus Software are operational; however, users may require assistance with a technical question. Example: Need new software installed

Support calls will comply with the **response** times listed below:

Severity	Response Time (Business hours)	Response Time (After hours)
Critical	15 min. or less	15 min. or less
Serious	15 min. or less	15 min. or less
Medium	30 min. or less	30 min. or less
Low	30 min. or less.	30 min. or less.

Support calls will comply with the **resolution** times listed below:

Severity	Resolution Time (Business hours)	Resolution Time (After hours)
Critical	2 hours or less.	2 hours or less.
Serious	4 hours or less.	4 hours or less.
Medium	3 days or less	N/A
Low	4 days or less	N/A

NOTE: Resolution time(s) may be dependent on the services of an external provider. Information Systems will ensure that the resolution by an external provider is not delayed, however cannot guarantee the timeliness of the external provider's response.

NOTE: It is expressly noted that the resolution times are only applicable to the AIMS Software. They specifically exclude resolution times outside the AIMS Platform, AIMS Platform hardware and BCAD Local Area Network (LAN) and the Wide Area Network (WAN) and/or the Airline's host(s).

Notwithstanding the above-stated schedule, Contractor shall use its continuing best efforts to correct the Event as expeditiously as it can. The Severity level for each Event or other error or issue shall be reasonably determined by the Contract Administrator.

4. Additional Requirements.

Records and Reports. Contractor will maintain records of all Support and Maintenance requested and/or provided, and provide County with online access to an Event ticketing system, which shall include at least the following:

- a) Date, time, and name of contact for each Event;
- b) Date and time of response by Contractor;
- c) Description of Event and analysis of error, defect, or other issue causing Event;
- d) All steps and actions taken to resolve the Event;
- e) Date and time of resolution and County representative notified of resolution; and
- f) All equipment and/or labor costs associated with resolution.

At the request of County, Contractor shall provide monthly reports of the foregoing records as well as statistics of Contractor's average monthly compliance with the Required Response Times.

Failure to Meet Required Response Times. If Contractor fails to meet the Required Response Times, County may offset against any sums due Contractor by \$150 for each Event that Contractor failed to meet the Required Response Time, which amount the Parties agree is a fair and reasonable approximation of County's negative financial impact caused by the delay in Contractor's response.

DownTime Maintenance Credit. If a Critical Event is not resolved or reduced to Medium or Low priority level within two (2) business hours after notice to Contractor or a Serious Event is not resolved or reduced to Medium or Low priority level within four (4) business hours after notice to Contractor, Contractor will refund to County \$1,000.00 daily for Support and Maintenance, unless the Contract Administrator determines, in his or her sole discretion, that Contractor utilized best efforts to implement and is actively pursuing an appropriate plan for prompt resolution. Such refunds will be paid within ten (10) days or, at County's option, may be credited against future sums due to Contractor. This refund shall be in addition to any other remedy that is available in the event of a breach of the Agreement.

Any intent to invoke either of the foregoing credits shall be declared by the County Contract Administration in writing to Contractor, and shall allow for a response by Contractor within ten (10) business days. After considering the response (if any) by Contractor, County Contract Administrator has the authority to waive the foregoing credit amounts in their sole discretion after consideration of the circumstances and any explanation by Contractor. Any such credits shall be the sole and exclusive remedy of County for Contractor's failure to meet the required response times or downtime maintenance obligation stated above.

5. Roles and Responsibilities with the Airport and the Contractor staff

The matrix document below is for the purposes of providing a description of tasks for BCAD and on-site Contractor Staff and is not intended for the purposes of defining software warranty coverage. Other duties can be assigned.

Task	Amadeus FE Level 1	BCAD	BCAD OPS Level 2	Amadeus SE Level 2/3	Amadeus Site Mgr. Level 2/3
Break/Fix Support EASE					
1 st & 2 nd level Break/fix support for PCs, Dell clients, Printers, monitors, passport reader, BGR, etc. including all client equipment used for the passenger processing shared-use systems.	X			X	X
Download firmware/drivers to equipment – printers, BGR, passport readers, etc.	X			X	
Install Airline Images				X	X
Backup Airline Images				X	
Airlines DCS Upgrade				X	X
New Airline DCS Install				X	X
Solve printing issue beyond jams (e.g. flight destination not printing on the bag tags)	X			X	X
Deploy printing fixes on airport equipment				X	X
Paper stock management (inventory, delivery & reload)	X				
Security management for Contractor client environment: Active Directory configuration, OS patching, anti-virus, etc.	X		X	X	X
Preventative Maintenance on all devices (cleaning, reboots, etc.)	X				
Deploy/move equipment to gates and ticket counters as required	X			X	X

Task	Amadeus FE Level 1	BCAD	BCAD OPS Level 2	Amadeus SE Level 2/3	Amadeus Site Mgr. Level 2/3
Diagnose/Troubleshoot PECTAB errors	X			X	X
Inventory management of production equipment & licenses including Warranty & Repair support with vendors	X			X	X
Replacement of end of life hardware as required	X				
Test and install new application releases/fixes on Ease PCs				X	X
Configure EASE server to support new/changes to resources including updating IP addresses, VLAN information, configure group access, etc. at gates and ticket counters				X	X
Correct server related issues in response to failures (e.g. Restart the EASE SNMP service on the EASE server)				X	X
Manage access on EASE clients setting up AD group policy, user accounts, etc.			X	X	X
EASE Training to airlines	X			X	X
EASE Major upgrade				X	X
EASE minor release upgrade/bug fixes				X	X
Monitoring EASE Resources	X			X	X
EASE System/Airline Backups				X	X
EASE Server/Workstation Windows updates	X			X	X
Break/Fix Support ACUS					
1st & 2nd level Break/fix support for PCs, Dell clients, Printers, monitors, passport reader, BGR, etc. including all client equipment used for	X			X	X

Task	Amadeus FE Level 1	BCAD	BCAD OPS Level 2	Amadeus SE Level 2/3	Amadeus Site Mgr. Level 2/3
the passenger processing shared-use systems.					
Download firmware/drivers to equipment – printers, BGR, passport readers, etc.	X			X	
Airlines DCS Upgrade					Spain
New Airline DCS Install					Spain
Solve printing issue beyond jams (e.g. flight destination not printing on the bag tags)	X			X	X
Deploy printing fixes on airport equipment					Spain
Paper stock management (inventory, delivery & reload)	X				
Security management for Contractor client environment: Active Directory configuration, OS patching, anti-virus, etc.			X	X	Spain
Preventative Maintenance on all devices (cleaning, reboots, etc.)	X				
Deploy/move equipment to gates and ticket counters as required	X			X	X
Diagnose/Troubleshoot PECTAB errors	X			X	Spain
Inventory management of production equipment & licenses including Warranty & Repair support with vendors	X		X	X	X
Replacement of end of life hardware as required	X		X		
Test and install new application releases/fixes on ACUS PCs					Spain
Manage access on ACUS clients setting up AD group policy, user accounts, etc.					Spain

Task	Amadeus FE Level 1	BCAD	BCAD OPS Level 2	Amadeus SE Level 2/3	Amadeus Site Mgr. Level 2/3
ACUS Training to airlines	X			X	X
ACUS Major upgrade					Spain
ACUS minor release upgrade/bug fixes					Spain
Monitoring ACUS Resources					Spain
ACUS System/Airline Backups					Spain
ACUS Workstation Windows updates	X			X	X
Break/Fix Support Amadeus Biometrics Interface					
1st level Break/fix support for BioPods (Hardware RMA)	X			X	X
Download firmware/drivers to BioPods					ICM
ABI VPN Tunnel			X		ICM
Software Updates/Upgrades					ICM
Biometrics Reporting					ICM
CUSS					
1 st level break/fix - applications	X			X	X
2 nd level break/fix - hardware	X			X	X
Airline image support/management including airline coordination for new Airlines, errors, updating, etc.	X			X	X
Manage the CUSS management server/interface to kiosks including monitoring, management and usage reporting				X	X
Maintain relationship with IER in the management of the IER CUSS kiosks				X	X
Paper stock management (inventory, delivery & reload)	X				

Task	Amadeus FE Level 1	BCAD	BCAD OPS Level 2	Amadeus SE Level 2/3	Amadeus Site Mgr. Level 2/3
of printers)					
Backup Airline images				X	
inventory management, replacement and spare parts inventory	X			X	
Kiosk maintenance (cleaning, etc.)	X				
Cuss Hardware Repairs/Inventory	X			X	
Kiosk Equipment Relocations	X			X	X
Escalation of Airline Issues with CUSS	X			X	X
Add new airline	X			X	X
CUSS Platform\Airline Backups	X			X	X
AODB					
Make necessary updates to AODB to resolve configuration/flight information data that is displaying incorrectly. (Flight times, incorrect gates, gate changes etc.).	X		X	X	X
Set missing On block time and departure times as requested			X		
Review log files to troubleshoot and resolve errors, determine work around when needed and apply fixes for known errors				X	X
Edit appropriate fields, rules, and associated information as needed to accommodate changes.			X	X	X
Create new airline accounts, access allocations, and codeshares				X	X
Build seasonal schedule, turns, build gate departure daily			X		

Task	Amadeus FE Level 1	BCAD	BCAD OPS Level 2	Amadeus SE Level 2/3	Amadeus Site Mgr. Level 2/3
Complete daily system checks in AODB verifying counter allocations, last generated operational day, etc.			X		
AODB Maintenance (new code releases, etc.)				X	X
AODB UAT Testing of new releases			X	X	X
AODB Training			X	X	X
Provide ongoing training for correct method for creating counter extensions.			X		
Managing AODB Users, Create New User Accounts & AODB workstations installs			X	X	X
Install AODB Upgrades				X	X
Test AODB Changes			X	X	X
Add/Change/Remove Business Rules			X		
AODB Archiving – 1 YR+ Data				X	X
AODB Resource & Flight Data			X		
Remove duplicate counters, fix actual time changed vs planned time, fix overlapping counter, fix draggers and pusher, and other general issues related to counter errors.			X		
AODB System Resource Monitoring				X	X
AODB Systems\Server Windows Updates				X	X
AODB System\Server Backups				X	X
FIDS					
1st & 2nd level Break/fix support for clients, monitors, etc. including all client equipment used for	X			X	X

Task	Amadeus FE Level 1	BCAD	BCAD OPS Level 2	Amadeus SE Level 2/3	Amadeus Site Mgr. Level 2/3
the passenger way finding systems.					
Preventative Maintenance on all devices	X				
Support of FIDS application configuration & templates including screen layout editor, applying new images/slide shows, updating airline images, etc.	X			X	X
Install new application releases/fixes on FIDS clients (via FIDS application management console). Install necessary viewers	X			X	X
Update gate and ticket counter with airline images (pictures)	X		X	X	X
Support issues related to Visual paging messages not displaying to FIDS screens	X			X	X
Post AIRPORT messages/pictures on the VIDS (usually requested by marketing)			X		
Troubleshooting FIDS issues caused by AODB entries input incorrectly by airport	X			X	X
FIDS Resources Monitoring	X			X	X
FIDS Server Upgrades				X	X
FIDS Client Upgrades	X			X	X
FIDS Server\Workstation Backups	X			X	X
FIDS System\Workstation Windows Updates	X			X	X
FIDS Monitor Replacement (requires 2 Field Engineers on site) - Contractor to coordinate with MX as displays will come from MX warehouse	X				

Task	Amadeus FE Level 1	BCAD	BCAD OPS Level 2	Amadeus SE Level 2/3	Amadeus Site Mgr. Level 2/3
FIDS Monitor Wall Mount Installation (BCAD MX will install all new and maintain of all current monitor brackets)		X			
BCAD MX provide an assist any change of monitors that is over 6 (six) feet with a scissor lift or similar.		X			
ESB					
ESB Resource Monitoring	X			X	X
Restart Interface processes				X	X
Troubleshoot interfaces (read logs, etc.)	X			X	X
Create Interface Rules				X	X
Change Business Rules				X	X
ESB Updates/upgrades/enhancement				X	X
ESB Configuration Backup				X	X
Interfaces					
Airline Interfaces				X	X
Hardware					
Vidtronix Printers	X			X	X
DELL W/S	X			X	X
IER Hardware	X			X	X
IER SW	X			X	X
Reporting					
SQL Reporting			X		
IER monitor	X			X	X
VMware					
Monitoring / Alerts	X			X	X
Image management				X	X
Storage management				X	X
VoIP Support					
VoIP break/fix Support at Ticket Counters & Gates	X		X		

Task	3 rd Party Contractor	BCAD	Amadeus FE/SE Level 1/2	Amadeus Site Mgr. Level 2/3
Virtual Ramp Control				
FAA Interface VPN Account		X		X
FAA Interface	X			X
Camera Setup			X	X
Camera Installation/Replacement	X			
Camera Power Supplies Replacement	X			
VRC Workstation Installation			X	X
VRC Workstations Troubleshooting	x		X	X
VRC Workstation Preventive Maintenance			X	X
VCR Cameras Preventive Maintenance	X			
Video Wall Monitor Installation (bracket only)	X			
VRC Monitor Replacement			X	X
EAVD Enhancements & Upgrades	X			

Exhibit E – Minimum Insurance Requirements

Insurance Requirements for Amadeus Airport IT
The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1 mil non-airside	\$1 mil non-airside
		\$5 mil airside	\$5 mil airside
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable *If not on airport property, no auto liability will be required. Company representation needed as to presence of vehicles.	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$300 k non airside	
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *) At this time Vendor claims no employees or vehicles will be on County Property. In the event the Vendor does come on airport property, auto and Worker's Comp	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	\$500K
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O	Max. Ded. \$10,000.00		\$ 5 mil
<input checked="" type="checkbox"/> CYBER COVERAGE Software E&O *If creating, maintaining or repairing software or working on our software or otherwise utilizing the Airport internet to provide their services.	Max. Ded. \$10,000.00		\$5 mil
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.			
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability <u>Additional Insured: Broward County</u> . Also when applicable certificate should show Certificate Must be Signed and All applicable Deductibles shown. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED . Indicate bid number, RLI, RFP, and project manager on COI.			

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attach to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act
CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder
 Broward County
 2200 SW 45th Street, Suite 101
 Fort Lauderdale, FL 33301
 RE:IS

Tracy Meyer
 Aviation Department
 Risk Manager

Digitally signed by Tracy Meyer
 DN: dc=local, dc=fl-airport, ou=FULLUSERS, cn=Tracy Meyer
 Date: 2020.01.10 16:33:53 -05'00'

InsuranceLimitsForm 03 Revised certificateofnrevised2005 DOC COI

Exhibit F – Work Authorization Form
WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____

Work Authorization No. _____

This Work Authorization is between Broward County and _____ (“Contractor”) pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

Agreement at issue is __ Lump Sum/ __ Not-to-Exceed for amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until ____ (__) days after County’s Notice to Proceed for the services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Professional Services \$ _____

General Services \$ _____

Goods/Equipment \$ _____

Total Cost of this Work Authorization \$ _____

The foregoing amounts shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

County

_____		Contract Administrator	Date
Project Manager	Date	Board and/or Designee	Date

Contractor

_____		Signed	Date
Attest	_____		
	Typed Name		

	Title		

Exhibit G Airport Security Requirements

Airport Security Program and Aviation Regulations.

Contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Contractor, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Contractor shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be reasonably prescribed by County, including any regulations pertaining to emergency response training, and shall take such steps as may be necessary or directed by County to ensure that subconsultants/subcontractors, employees, invitees, and guests of Contractor observe these requirements. If required by the Aviation Department, Contractor shall conduct background checks of its employees in accordance with applicable federal regulations. If, as a result of any act or omission of Contractor, its subconsultants/subcontractors, employees, invitees, or guests, County incurs any fine and/or penalty imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, but not limited to, airport security regulations, or the rules or regulations of County, and/or any expense in enforcing County's Airport Security Program, then Contractor shall pay and/or reimburse to County all such fines, penalties, costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees, and all costs incurred by County in enforcing this provision. Contractor shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Contractor fails to remedy any such deficiency, County may do so at the sole cost and expense of Contractor. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) **Access to Security Identification Display Areas and Identification Media.** Contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees including those who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Contractor's personnel transferred from the Airport, or terminated from the employ of Contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Contractor must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that each employee complete security training programs conducted by the Aviation Department. Contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department has the right to require Contractor to conduct background investigations and to

furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the AOA: Before Contractor shall permit any employee of Contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Contractor or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) Consent to Search/Inspection: Contractor's vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Contractor and its subconsultant/subcontractors shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, persons not executing such consent-to-search/inspection form shall not be employed by Contractor or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Contractor or by any subconsultant/subcontractor.

(d) If any of Contractor's employees, or the employees of any of its subconsultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under federal law, that individual will be required to execute a Sensitive Security Information Nondisclosure Agreement provided by the Aviation Department.

The provisions of this Exhibit shall survive the expiration or any other termination of this Agreement.

Exhibit H Service Level Agreement

PART A. Contractor Service Level Agreement

This Service Level Agreement (SLA) is between the BCAD and Contractor. This SLA is intended to define the service levels and response times BCAD can expect. The scope of this SLA includes the minimum levels of service that Contractor will provide to BCAD as described in this SLA.

A. DEFINITIONS

ACUS - Airport Common Use Service

AIMS - Airport Information Management System

Availability – The readiness for use as set forth in this SLA, of the LAN and DAPP Platform.

BioPod – Biometric camera with image screen and lighting to capture image of passenger.

Change Management – The process by which changes are reviewed and approved for implementation to the DAPP platform or other parts of the environment, such as the LAN.

CUSS – Common Use Self Service Kiosks

Customer – Any user of the DAPP platform and related services or their designated handling agent.

Dedicated Equipment – Non-DAPP Equipment that is located in the airline or customer back-office.

EASE – Extended Airline System Environment

External Service Provider – Any non-BCAD team member.

Fault – Any condition which prevents the availability or the functionality of the LAN and/or DAPP Platform in respect to how a particular Airline operates.

Local Area Network (LAN) – The cable and switch gear placed around the operational location by the Aviation Department.

Operational Hours – The time that the DAPP Platform will be functioning, to include the DAPP Service and LAN. Operational hours exclude scheduled maintenance events.

Outage – The time period during which there is a lack of LAN and/or DAPP Platform functionality or availability.

Planned Changes – Changes to the LAN and/or DAPP Platform that are scheduled in advance.

Preferential Equipment – DAPP equipment that is typically dedicated for use by a specific airline at any given (or specified) time.

Preventative Maintenance – The proactive cleaning, adjustment, and/or other servicing of component parts of the LAN and/or DAPP Platform to maximize reliability and availability.

Platform – Comprises common hardware, software, and networking infrastructure required to run DAPP Applications.

Platform Provider – The entity that is responsible for on-going provision and management of the Platform. The Platform Provider could be an airport, airline, or third-party company.

Platform Supplier – The entity that provides any component of the Platform.

Resolution Time – The total time taken to complete an incident/problem starting from the time the incident is logged until the service is restored or the problem has been resolved.

Service Provider – Any service provided by BCAD or third-party entity contracted by BCAD to provide services covered under this SLA.

Shared Use Equipment – DAPP equipment that is typically shared for use by a multiple airlines at any given (or specified) time.

DAPP – Dynamic Assignment Passenger Processing (also referred to herein as AIMS; for purposes of this Agreement, DAPP and AIMS are used interchangeably).

DAPP Platform –

(1) DAPP Hardware including, but not limited to servers, workstations, kiosks, printers, network equipment, biometrics plus physical hardware, information displays, baggage input consoles, keyboards, scanners, adapters, printer cabinets, print heads, toner cartridges, cables (serial, Ethernet, video cables, power cables, power strips & UPS's), mice, paper goods; and

(2) DAPP Software, including, but not limited to server and workstation operation systems and databases. Contractor support for the DAPP Platform excludes the following third-party equipment being handled by BCAD with a third party support agreement: DAPP third-party Hardware excludes servers, workstations, kiosks, printers, BCAD network equipment and Airline owned hardware, software, networks, including WAN services (owned and leased).

DAPP Service – The maintenance and support of DAPP provided by BCAD and DAPP third party service software provider(s).

DAPP Workstation – Consists of respective airline agent facing equipment used at ticket counter check-in positions, departure gates, and other locations. Includes the following components: DAPP peripheral device hardware including but not limited to:

PC	-	Personal Computer
MSR	-	OCR Keyboard

ATPMAP	–	Travel Document Printer (Boarding Pass & Bag Tag Printer)
BGR	–	Boarding Gate Reader
UPS	–	Uninterruptible Power Supply
PRT	-	Printer
BCR	-	Barcode reader/scanner
OCR	-	Optical Character Reader
RFID	-	RFID reader and/or encoders
POS	-	Receipt Printer

System Changes – Modifications to existing LAN and/or DAPP Platform. Implementation of a system change may or may not involve an outage.

Unplanned Changes – LAN and/or DAPP Platform changes that need to be made immediately to resolve an Outage.

User – Any person, under the actual or apparent control of the Airline, accessing or utilizing the DAPP Platform.

B. SERVICE LEVELS

i) Hours of Operation

Operational hours will be 24 hours a day, 7 days a week, 365 days a year, excluding schedule maintenance events.

ii) Availability

System will operate at a mean average availability of 99.999% of operational hours, excluding schedule maintenance events. Planned outages are considered non-operational and would not count against availability percentage.

iii) System Response and Resolution Times

Contractor will respond to all incidents within the *response* and *resolution* times stated in Exhibit D.

NOTE: Resolution time(s) may be dependent on the services of an external provider. Information Systems will ensure that the resolution by an external provider is not delayed, however cannot guarantee the timeliness of the external provider's response.

NOTE: It is expressly noted that the resolution times are only applicable to the AIMS Software. They specifically exclude resolution times outside the AIMS Platform, DAPP Platform hardware and BCAD Local Area Network (LAN) and the Wide Area Network (WAN) and/or the Airline's host(s).

C. REPORTING FAULTS

Contractor will report all faults and other issue(s) adversely affecting the System to BCAD. All issues reported will be assigned a priority and will be managed until a resolution is implemented. At times a temporary workaround may be implemented and documented until a permanent solution is identified.

Contractor support personnel will be equipped to access the system utilizing a secure remote access connection into the AIMS Systems for troubleshooting. An AIMS support team member will respond to issues according to the assigned severity level within the respective timeframe listed in the section Systems Response Times. If a solution is not immediately available, the support team member agrees to escalate the issue according to the assigned severity level while still adhering to the time constraints outlined in the section System Resolution Times.

D. INCIDENT MANAGEMENT AND REPORTING

Contractor will ensure that all Systems incidents are captured and entered in their Incident Tracking application. Contractor will ensure that the designated on-site support staff has full access, and is knowledgeable in the operations of Contractor's chosen Incident Tracking application. Contractor will submit incident reports to BCAD as needed, and as requested by BCAD.

- i. BCAD and Contractor to determine the cycles and frequencies.
- ii. BCAD and Contractor to determine the format and data requirements.
- iii. Contractor has standard report for incident management reporting.

E. PREVENTATIVE MAINTENANCE

Contractor will ensure that preventative maintenance is performed to deliver System availability of 99.999% during Operational Hours. Contractor will ensure Preventative Maintenance is only performed on the AIMS Systems Software at non-peak hours, and in such a way that it will not affect the Service Levels or disrupt Airport operations. Contractor will proactively alert BCAD to necessary preventative maintenance and routines for the AIMS System.

F. CHANGE MANAGEMENT

Contractor will ensure that a change management process is followed when performing software changes to the AIMS Systems Software production environment. This includes applying software upgrades and hot fixes. Contractor's team lead will ensure a detailed change control plan is followed on any hardware and software changes to the production environment. This will include a pre and post plan set of events, including a roll back plan. Contractor will provide a minimum of 3 days' notice to BCAD prior to scheduled non-emergency changes to the AIMS System Platform.

Contractor will test changes in the test environment(s), including full QA testing, as required prior to deploying changes to the production Systems Software environment.

Contractor's team will work with BCAD post deployment of changes to the production Systems Software environments, to ensure all services are fully operational prior to closing the change request.

G. CONTRACTOR'S RESPONSIBILITIES

Carry out Platform preventative maintenance to ensure a working environment that meets Service Levels defined herein.

Provide a means of escalation, which is acceptable to BCAD where an outage exceeds or is likely to exceed the period in the Service Level defined.

Contractor will maintain valid third-party software maintenance agreement(s) necessary to support any and all third-party software components of System environment.

Contractor will ensure that planned changes, which require a system outage, are agreed upon by BCAD and are performed on agreed dates/times to minimize impact on airport operations. Contractor will agree with the BCAD on a timetable of planned changes.

Contractor will provide transportation vehicle for Contractor onsite support staff.

PART B. County Service Level Agreement Requirements

In connection with all Services provided to County under the applicable contract (the "Agreement"), Contractor shall, at no additional cost to County, meet or exceed the requirements set forth herein for the duration of the Agreement. The standards set forth herein are intended to reflect the current industry best practices for the Contractor Platform provided by Contractor under this Agreement. If and to the extent industry best practices evolve to impose higher standards than set forth herein, this SLA shall be deemed to impose the new, higher standards upon Contractor. Contractor shall promptly notify County in writing of any material change to its compliance with these standards. Any approval required by County under this SLA may be issued in writing by the Contract Administrator or the Broward County Chief Information Officer ("CIO"). Sections 1-4 below apply to all aspects of the Contractor Platform.

1 Definitions

1.1 "Contractor Platform" means any and all SaaS, web hosting, or ADS to be provided by Contractor under the Agreement, including any system or other solution that stores, hosts, or transmits County Data, and any ADS under the Agreement. Contractor shall maintain the same standards set forth herein for its data centers and facilities that store or host County Data.

1.2 “County Data” means the data and information (including text, pictures, sound, graphics, video and other medium) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor’s services, whether or not electronically retained, and regardless of the retention media.

1.3 Any other capitalized terms not defined herein refer to those terms as defined in the Agreement, if so defined; if not defined in the Agreement, any other capitalized terms shall have their plain language meaning as used in the applicable context.

2 Security

2.1 General

Contractor will ensure that County can authenticate all access by username/password or two-factor authentication. Upon request, Contractor shall restrict access to County Data to a specific source static IP address.

Contractor shall ensure that separation of duties and least privilege access are enforced for privileged or administrative access to County Data and the Contractor Platform.

Contractor’s procedures for the following must be documented and made available upon request by County, including:

- **Evaluating security alerts and vulnerabilities;**
- **Installing security patches and service packs;**
- **Intrusion detection, incident response, and incident escalation/investigation;**
- **Access and authorization procedures and resetting access controls (e.g., password policy);**
- **Risk analysis and assessment procedures;**
- **User access and termination procedures;**
- **Security log review;**
- **Physical facility access controls; and**
- **Change control procedures.**

Contractor shall ensure that its service providers, subcontractors, and any third parties, including any data hosting providers, performing any services related to this Agreement shall comply with all terms and conditions specified in this SLA unless County, in writing, excuses specific compliance with any such term or condition. Contractor shall provide County with a list of any such service providers, subcontractors or other third parties on an annual basis, upon County’s request, and promptly upon a material change in the composition of such entities.

If new or unanticipated threats or hazards to the Contractor Platform are discovered by either County or Contractor, or if existing safeguards have ceased to function properly, the discovering party shall immediately bring the situation to the attention of the other party.

When technically feasible, for all software used, furnished, or supported under the Agreement, Contractor shall review such software to find and remediate security vulnerabilities during initial implementation and upon any significant modifications and updates to same.

Contractor must mitigate critical or high-risk vulnerabilities (as defined by Common Vulnerability and Exposures scoring system) to the Contractor Platform within 30 days after patch release. If Contractor is unable to apply a patch to remedy the vulnerability, Contractor must promptly notify County of proposed mitigation steps to be taken and develop and implement an appropriate timeline for resolution.

2.2 Controls

Contractor shall maintain industry best practices for data privacy, security, and recovery measures, including, but not limited to, disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Upon request by County, Contractor shall provide documentation of such procedures and practices to County.

- Contractor shall utilize industry standard security measures to safeguard against unauthorized access to the Contractor Platform.
- Contractor shall utilize antivirus protection software, updated and currently supported operating systems, firmware, third party and open source application patches, and firewalls to protect against unauthorized access to the Contractor Platform.
- Contractor shall conduct penetration testing internally and externally at least annually and after any significant infrastructure or application upgrade or modification to the Contractor Platform.

2.3 Network Architecture/Security

- Contractor shall protect any Internet interfaces or web services provided under this Agreement using a security certificate from a certification authority ("CA") that meets or exceeds the CA/Browser Forum's latest Secure Sockets Layer ("SSL") baseline requirements and network and certificate systems security requirements.
- Contractor will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for the connection between any user or County network to the Contractor Platform.

2.4 Physical Architecture/Security

- Contractor shall ensure the facilities that house the network infrastructure for the Contractor Platform are physically secure against threats such as unauthorized access and natural and environmental hazards, and entry controls are in place to limit and monitor physical access to the Contractor Platform.

- Contractor shall ensure adequate background checks are routinely performed on any personnel with access to County Data. Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall provide privacy and information security training to its employees upon hire and at least once annually.

2.5 Incident Response

- If any unauthorized party is successful in accessing any information technology component related to the Contractor Platform, including but not limited to servers or fail-over servers where County Data exists or is stored, Contractor shall report to County within twenty-four (24) hours after Contractor becoming aware of such breach. Contractor shall provide County with a detailed incident report within five (5) days after the breach, unless a longer time period is approved in writing by the CIO, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations that involve the Contractor's infrastructure relating to any County Data or County applications. Contractor shall not release County Data without the advance written consent of County.
- Prior to the Effective Date of this Agreement, Contractor shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with security incidents.
- Upon request by County, Contractor shall deliver to County in electronic form the website application activity such as logs of visits and user logins and logoffs by or on behalf of County on the Contractor Platform.
- In the event the Contractor Platform has been compromised, Contractor shall promptly notify the County of the security breach. County may, at its sole discretion, terminate all access to the Contractor Platform.

3 Compliance

3.1 Contractor shall cooperate and provide any information requested by County relating to compliance and regulatory requirements, and will, upon request:

- Provide a letter attesting that the Contractor performed vulnerability scans of authenticated and unauthenticated operating systems/networks, web applications, database applications, and the Contractor Platform;
- Permit County or its contractors to conduct automated and manual scans and penetration ("Pen") tests at mutually agreed upon times;
- Provide Contractor's architecture documents, information security policies and procedures (redacted, if necessary), and general network security controls documentation such as firewalls, Intrusion Detection System ("IDS"); and

- Permit County to conduct a physical inspection of Contractor's facilities but only to the extent such inspection is related to the security of and access to County Data or the Contractor Platform.

3.2 Contractor shall provide County with the ability to generate account reports consisting of the account holder's name and application access rights.

3.3 Contractor shall provide County with the ability to generate account management reports showing new users, access rights changes, and account termination with the associated time stamp information.

3.4 Contractor shall provide County with the ability to generate time-stamped user and administrator access (login/logout) and a list of activities performed by administrators, privileged users, or third-party contractors while using the System.

3.5 Upon request by County, Contractor shall promptly provide County with access to time-stamped data transfer logs (including the account, a description of the data transferred and its size, and the user and account names for forensic purposes), time-stamped application and platform environment change control logs, and time-stamped data backup logs indicating the backup type (e.g., full, incremental, etc.).

3.6 Upon County's request, Contractor shall make available to the County proof of Contractor's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Contractor's latest compliance reports (e.g., PCI Compliance report, SSAE 16 report, International Organization for Standardization 27001 (ISO 27001) certification); and any other proof of compliance as may be required from time to time.

4 Additional Controls for Application Development Services (only applicable to ADS)

4.1 Application Developed for County

- Development. Contractor shall develop, implement, and comply with industry-standard secure coding best practices as outlined by the County's Service Provider Application Secure Coding Standard. In addition, Contractor shall:
 - Employ an effective application management methodology that incorporates information security technical and organizational policies, standards, and procedures into the software development lifecycle process;
 - Follow standard development procedures, including separation of access and code between non-production and production environments and associated segregation of duties between such environments;

- **Manage security of the development process and ensure secure coding practices are implemented and followed, including appropriate cryptographic controls, protections against malicious code and unauthorized access, and a peer code review process; and**
- **Ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County. Contractor shall document in writing to County all third-party software used in the application, including all libraries, frameworks, components, and other products, whether commercial, free, open-source, or closed-source.**
- **Testing. Contractor shall use anonymized or obfuscated data in non-production environments. Contractor shall never use plain text production data in any non-production environment. Contractor shall ensure all test data and accounts are removed prior to production release.**

Contractor shall conduct security testing using SAST (Static Application Security Testing) and DAST (Dynamic Application Security Testing) tools on functionally complete applications, at least once every year and after any significant modifications to source code or configuration and remediate any vulnerabilities prior to the deployment to the production environment. If applicable and upon request, Contractor shall provide a test URL link to County to perform additional security testing as necessary.

Upon request by County, Contractor shall provide an attestation letter to certify that security testing as specified above was performed along with security scan test results and tests performed. Any exceptions must be documented with the delivery of the attestation letter for acceptance by the County.