



BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

AGREEMENT SUMMARY

EXHIBIT 1

1. Other Contracting Party:  
BROCK SOLUTIONS U.S. INC.

2. Proposed Action:  
 New Contract     Amendment, Number     Renewal     Extension

3. Document Type (select one):  
System and Services Agreement

4. Purpose/Description:  
Software and Services Agreement for Baggage Handling Control System at Broward County's Fort Lauderdale-Hollywood International Airport.

5. Special Provisions (select if applicable):

<input type="checkbox"/> Living Wage Program	<input type="checkbox"/> SBE Sheltered Market Program
<input type="checkbox"/> Workforce Investment Pilot Program	<input type="checkbox"/> M/WBE Program
<input type="checkbox"/> Federal DBE/ACDBE program	<input type="checkbox"/> In-Kind Match Required: \$ _____ or _____ %
<input type="checkbox"/> CBE Program	<input type="checkbox"/> Cash Match Required: \$ _____ or _____ %

6.a. Effective Dates (for new agreements only):  
 Start : Upon Execution  
 End: Two (2) Years from Execution

6.b. Effective Dates (amendments only):  
 No Change  
 End date has changed from \_\_\_\_\_ to \_\_\_\_\_.  
 Term has from \_\_\_\_\_ to \_\_\_\_\_.

7. Contract Administrator:  
 Name: Richard Waskiewicz  
 Phone: 954-359-7292

8. Contract Type:  
 Cost reimbursement     Open-end  
 Firm fixed price     Time and materials  
 Performance-based     Other \_\_\_\_\_

9.a. Contract Value (new contracts)

Actual     Estimated

Base amount	\$320,000
Reimbursables	N/A
Optional Services	\$50,000
<b>Total contract value</b>	<b>\$370,000</b>

9.b. Contract Value (amendments only)

No change     Actual     Estimated

Original approved contract value	
Approved previous adjustments	
Value of this action	
Amended total contract value	

10. Payment Method  
 Lump Sum Payment  
 Milestone or Progress-Based  
 Scheduled or Time-Based  
 Other

11. Payment Terms  
 County shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). Payment shall be made to Provider at the most recent address designated under the "Notices" provision of this Agreement.

12. Cost Adjustment  
 Not Applicable     Fixed Percentage - \_\_\_%     Actual Cost  
 CPI or other Index     Fixed Amount - \$ \_\_\_\_\_     Other:

13. Equity Program Participation Summary

a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A

b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A

c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:  
 In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed six (6) months in the aggregate, provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board.

15. Termination and Cancellation Provisions  
 For Cause: This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach.  
 For Convenience: This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided.

**16. Deliverables, milestones or scope of this action:**

Support and Maintenance is required for a two year period and from time to time Optional Services may be required to meet not previously anticipated requirements that may not be covered under Support and Maintenance.

**17. List terms, considerations or deviations from standard county form.**

1. Section 3.2.1: Included upgrades are those limited to performance issues; any other upgrades are at additional cost. This was extensively discussed and negotiated, and there would have been a significant pricing increase for inclusion of all upgrades, so business unit elected to retain the prior standard of upgrades, which is solely for performance issues.
2. Section 6. 7: Remedy for breach of warranty is limited to amount paid for unsatisfactory services, rather than full refund; this is a fairly common modification and was negotiated and approved by business unit.
3. Exhibit B: Non-Covered Services can be acquired by purchase order, catalog order, or other ordering document at the rates set forth in Exhibit B (Section 3.2), but are capped at \$100k for the 2 year term (Section 5.1) and charged at the business and emergency rates listed.