



**SYSTEM AND SERVICES AGREEMENT BETWEEN
BROWARD COUNTY AND BROCK SOLUTIONS U.S. INC.**

This System Services Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), Brock Solutions U.S. Inc., a Nevada corporation registered to transact business in the State of Florida ("Provider").

A. County and Provider entered into the Software License and Maintenance Agreement between Broward County and Brock Solutions U.S. Inc., dated September 17, 2013 ("2013 Agreement"), for certain software and control panels and the associated software and support and maintenance for same. The 2013 Agreement was for a three year term, through and including September 16, 2016. The 2013 Agreement enabled County to procure support for the maintenance and control panels installed by Provider in connection with the 2011 installation of the Terminals 1, 3 and 4 baggage handling system at the Fort Lauderdale-Hollywood International Airport.

B. The 2013 Agreement expired on or about September 16, 2016. The Parties desire to enter into this Agreement to provide for continuation of support and maintenance services for the maintenance and control panels for Terminals 1, 2, 3 and 4.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 Board. The Board of County Commissioners of Broward County, Florida.
- 1.2 Business hours or business day. 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays and on which County has not otherwise declared its offices closed.
- 1.3 Contract Administrator. Director of the Broward County Aviation Department Maintenance Division or such person designated by same in writing.
- 1.4 Documentation. All manuals, user documentation, specifications, and other related materials pertaining to the System and other hardware and software that Provider customarily furnishes to purchasers of the System.
- 1.5 Equipment. The hardware and other property identified in Exhibit A being supported or provided to County pursuant to this Agreement, including any embedded software and firmware incorporated therein or customarily provided by Provider to purchasers of the Equipment.
- 1.6 Purchasing Director. The Broward County Purchasing Director as appointed by the Broward County Administrator.
- 1.7 Services. All required installation, integration, programming, configuration, customization, and enhancements of the System, together with necessary and appropriate consulting, training, and project management services, to meet County's ongoing needs in

connection with the System, as further specified in Exhibit A.

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

1.9 **Support and Maintenance Services.** The maintenance and support required to maintain optimal performance of the System as described in the Documentation and Exhibit C, as well as the support and maintenance services required for County to achieve and maintain optimal performance of the System.

1.10 **System.** The Software, Equipment, and other property identified in Exhibit A being provided to County pursuant to this Agreement.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Statement of Work
Exhibit B	Payment Schedule
Exhibit C	Support and Maintenance Services
Exhibit D	Insurance Coverages
Exhibit E	Work Authorization Form
Exhibit F	Airport Security Requirements

If there is a conflict or inconsistency between any provision contained in Articles 1 - 14 and any provision contained in any of the Exhibits, the provision of Articles 1 - 14 shall prevail and be given effect unless expressly stated to the contrary.

ARTICLE 3. SCOPE OF SERVICES & SOFTWARE LICENSE

3.1 **Scope of Services.** Provider shall complete all Services required in this Agreement inclusive of the Exhibits. Unless stated otherwise in this Agreement, the work required of Provider includes all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Provider's performance impractical, illogical, or unconscionable.

3.2 **Support and Maintenance Services.** For so long as requested by County, Provider shall provide Support and Maintenance Services to ensure the proper functioning and optimal performance of the System as set forth in the Documentation pursuant to the terms of Exhibit C. Provider shall provide any Non-Covered Services requested by the Contract Administrator by purchase order, catalog order, or other ordering document, which Non-Covered Services shall be invoiced in accordance with the rates set forth in Exhibit B. Support and Maintenance Services shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B.

3.2.1 Updates, Upgrades, and Releases. For the duration of this Agreement, Provider shall promptly provide to County, with advance notice, any and all updates (including error corrections, bug fixes, security updates, and patches), upgrades, or new releases to the Software (as well as any firmware included with the Equipment), including all that Provider has made available to other licensees of all or part of the Software licensed pursuant to this Agreement. All such updates, upgrades, and new releases shall remain the sole property of Provider and shall be deemed to be included within the scope of the license granted under this Agreement. Any updates, upgrades, patches and new releases needed to address a particular performance issue shall be provided and installed by Provider at no additional cost to County; any other updates, upgrades, patches and new releases will be at an additional cost to County and shall require a Work Authorization.

3.2.2 Compatibility. For the full term of this Agreement and subject to Section 3.2.1, Provider will ensure the continued compatibility of the Software and System with all major releases, updates, or upgrades of any third party software used by County for access or operation of the System. In the event Provider is not be able to support any third party software update, upgrade, or new release that is not backwards compatible with the Software or System, Provider shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Software and System in accordance with this Agreement. If Provider is unable to provide continued optimal functionality of the Software and System in accordance with this Agreement due to any third party software release, update, or upgrade, County shall be entitled to terminate the Agreement upon written notice with no further obligation to Provider.

3.2.3 Software Enhancements or Modifications. If requested by County, Provider shall incorporate certain features and enhancements into the licensed Software. Any such request shall be formalized into a Statement of Work that shall define in detail the services to be performed, the financial terms, and the proposed project staffing and schedule. Any such Statement of Work shall be incorporated into a Work Authorization, to the extent permitted by Section 3.4 below, or an amendment to this Agreement.

3.3 License. Provider previously granted to County a royalty-free, perpetual, non-exclusive license to the Software. For clarity, and to the extent (if any) not previously granted, Provider grants to County a perpetual, royalty-free, nonexclusive license to the Software and System, including to any software embedded in or provided with the Equipment, for use at the Fort Lauderdale-Hollywood International Airport, for an unlimited number of users. This license grant is for use solely for County governmental and business purposes, including on- and off-site access and use of the Software and System by Authorized Third Party Users (as defined in Exhibit A), including those persons or entities with which County may contract to operate the System or components thereof, and for the benefit of and use by all governmental entities within County, including the offices of the County constitutional officers.

3.3.1 Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A (Statement of Work), County and any of its employees, agents, suppliers of services, or other

Authorized Third Party Users shall have the right to concurrently operate and use the System for County governmental or business purpose. If anything less than unlimited, concurrent use is expressly provided under this Agreement and additional licenses may be required, County's Purchasing Director is authorized to execute a Work Authorization (Exhibit E) to purchase additional licenses for the fee specified in Exhibit B (Payment Schedule).

3.3.2 Additional Uses. County may, if required by reason of an emergency, disaster, or operational need, or for testing of recovery resources, temporarily use the Software on recovery resources at no additional cost, including recovery resources that may not be owned by County. County may, at no additional cost, 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. County may, at no additional cost, utilize a hosted environment, including without limitation through a third-party hosting provider, for all otherwise permitted uses of the Software.

3.3.3 Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, County shall not reproduce, publish, or license the Software to others. County shall not modify, reverse engineer, disassemble, or decompile the Software 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 3.3, or (b) to the extent permitted under any applicable open source license.

3.4 Change of Scope Procedures. Provider acknowledges that 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 provided herein. To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a Work Authorization (Exhibit E) executed by Provider and County pursuant to this section, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this section shall be executed on behalf of the County as follows: the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$30,000.00; the Purchasing Director may execute Work Authorizations for which the total cost to the County in the aggregate is within the Purchasing Director's delegated authority; any Work Authorizations above the County's Purchasing Director delegated authority shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

3.5 Contract Administrator Authority. Unless otherwise expressly stated herein or in the applicable Procurement Code, Code of County Ordinances, or County Code of Administrative

Procedure, the Contract Administrator may act on behalf of County to exercise the authority and powers of County under this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 **Term.** The Agreement shall become effective on the date it is fully executed by the Parties (the "Effective Date"). The term of the Agreement shall be for a period of two (2) years from the date of Final Acceptance (the "Initial Term").

4.2 **Extensions.** 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.

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

4.4 **Delivery.** For any Equipment purchased by County under this Agreement, Provider shall deliver the Equipment and Documentation via inside delivery to County within the time stated in the applicable Work Authorization. Transportation cost and risk, and the cost of delivery (including lift gate services and depalletization), assembly and installation, including any applicable taxes and all actions necessary to integrate the Equipment into County's existing system, shall be the responsibility of Provider, except to the extent (if any) expressly provided in Exhibit A.

4.5 Time is of the essence for all performance required under this Agreement.

ARTICLE 5. COMPENSATION

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

Services/Goods	Term	Not-To-Exceed Amount
Equipment, Software, System, and Services per Exhibits A and C	Initial Term	\$220,000.00
Non-Covered Services	Initial Term	\$100,000.00
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$50,000.00
TOTAL NOT TO EXCEED		\$370,000.00

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

5.2 Method of Billing and Payment

5.2.1 Invoices. Provider may submit invoices only for goods provided and services completed in accordance with the Payment Schedule set forth in Exhibit B. Unless otherwise indicated in Exhibit B, an original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. Provider shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers on the form provided by County, as may be modified in County's reasonable discretion. If applicable, the certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the certification form, explaining the good cause why payment has not been made. 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.

5.2.2 Payments. 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. To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Provider's failure to comply with any term, condition, or requirement of this Agreement. The Parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.2.3 Unless a shorter period is required under applicable law or under the applicable contract, Provider shall pay its Certified Business Entity ("CBE") subcontractors and suppliers within fifteen (15) days following receipt of payment from County and shall pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from County.

5.3 Travel. With respect to travel costs and travel-related expenses, Provider agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly

provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County.

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

ARTICLE 6. WARRANTIES

6.1 **Ownership and License Rights.** Provider represents and warrants that it is the owner of all right, title, and interest in and to the Equipment and other property being sold to County under this Agreement, that it has the right to sell such Equipment and other property to County, and that such sale is free and clear of any lien or interest of any other person or entity. Provider further represents and warrants that it has the right to grant to County the rights and the licenses granted under this Agreement as to the Software and System. Provider warrants that it 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.

6.2 **System Warranty.** For the full term of this Agreement, Provider represents and warrants to County that the Software and System will perform substantially as described in the Documentation and in the Statement of Work (Exhibit A). This warranty does not cover any failure of the Software or System resulting from (a) use of the System in a manner other than that for which it was intended; (b) any modification of the Software or System by County that is not intended or authorized by Provider; or (c) County's provision of improperly formatted data to be processed through the System.

6.3 **Equipment Warranty.** Provider represents and warrants to County that for a period of one (1) year from the date of delivery, the Equipment will perform substantially as described in the Documentation and the Statement of Work (Exhibit A), will be free from defects in workmanship and material, and will have all of the qualities and features and be capable of performing all of the functions described in the Documentation and Statement of Work. This warranty shall not cover any failure of the Equipment resulting from (a) use of the Equipment in a manner other than that for which it was intended; or (b) modification of the Equipment by County not authorized by Provider.

6.4 **Warranty Regarding Viruses and PCI Compliance.** Provider further represents, warrants, and agrees that the System and any software or firmware provided under this Agreement are free from currently-known viruses or malicious software (at the time the System and any subsequent version thereof is provided to County), and that Provider has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of such software and firmware from data leaks, hackers, denial of service attacks, and other unauthorized intrusions. If the System will accept, transmit, or store any credit cardholder data, Provider represents and warrants that the System complies with the most recent of the

Security Standards Council's Payment Card Industry ("PCI") Payment Application Data Security Standard.

6.5 Intellectual Property Warranty. Provider represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Provider (whether or not any action or proceeding has been brought) that allege that any part of the System or other property provided to County under this Agreement infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Provider is unaware of any such potential claim. Provider also agrees, represents, and warrants that the System (or any portion thereof) and services to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party.

6.6 Quality of Performance and Materials. Provider represents and warrants that all services provided under this Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Provider agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall meet or exceed prevailing industry and professional standards for such services. Provider represents and warrants that all materials, Equipment, and products furnished pursuant to this Agreement shall be of good quality and free from defective or inferior workmanship; any items found not to be in conformance with the foregoing and with the Documentation or applicable specifications (if any) in Exhibit A shall be replaced by Provider at no additional cost to County. If requested by County's Contract Administrator, Provider shall develop and utilize a quality assurance plan approved by County to ensure the appropriate quality of the work and materials provided under this Agreement.

6.7 Remedy for Breach of Warranty. In the event of written notice from County of a breach of warranty, Provider shall, at no charge to County, promptly correct the warranty breach including, when required, by (a) correcting or updating the Software, (b) correcting or replacing the affected Equipment, or (c) providing to County other measures that correct the breach. In addition, upon notice from County of any warranty breach or other error or defect in the System, Provider will immediately provide to County any known reasonable methods of operating the System in a manner that eliminates the adverse effects of the error or defect. If Provider is unable to correct a material breach of this article within a reasonable period of time not to exceed ten (10) business days, County shall be entitled to cancel the Agreement and receive a refund of any amount paid for services not satisfactorily performed and for any nonconforming equipment or Software provided under this Agreement, Provider shall arrange for the return of the Equipment at Provider's expense, and neither party shall have any further obligation under the Agreement except as to any provision that expressly survives the Agreement's termination or expiration. In the event of replacement of any of the Software or Equipment, the Software or Equipment as replaced will be warranted as provided above from the date of installation. The remedies in this section are in addition to any other rights and remedies County may have under this Agreement or applicable law.

ARTICLE 7. DELIVERY, TESTING AND ACCEPTANCE

7.1 **Software.** Unless otherwise stated in Exhibit A, Provider shall, within seven (7) days after the Effective Date, make the Software available to County and deliver to County a master copy of the Software licensed hereunder in object code form, suitable for reproduction in accordance with this Agreement, in electronic files unless otherwise requested by County. All County license keys, usernames, and passwords shall be authenticated by Provider and perform according to Exhibit A (Statement of Work).

7.2 **Documentation.** Provider shall deliver copies of the Documentation to County concurrently with delivery of the applicable Equipment and Software, and thereafter shall promptly provide any updated Documentation as it becomes available during the term of this Agreement. Provider represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the applicable portions of the System efficiently and in accordance with Exhibit A. County has the right to copy and modify the Documentation as it deems necessary for its own internal use.

7.3 **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. For any additional Software or related services purchased by County under this Agreement after the Effective Date that is subject to testing under Section 22.148, County shall test the Software and System to determine whether the Software and System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in the applicable Work Authorization and the Documentation; and (iii) if applicable, meets the acceptance criteria stated in the Statement of Work (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail. Final payment shall not be made to Provider prior to the written confirmation by the County's Chief Information Officer or his or her designee that the System has successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute "Final Acceptance."

7.3.1 The testing period shall commence on the first business day after Provider informs County in writing that it has completed the Services required to be performed prior to testing and that the System is ready for testing, and shall continue for a period of up to thirty (30) days.

7.3.2 During the testing period, County may notify Provider in writing of any error or defect in the System so that Provider may make any needed modifications or repairs. If Provider so elects in writing, testing will cease until Provider resubmits for Final Acceptance testing, at which time the testing period shall be reset to that of a first submission for testing.

7.3.3 County shall notify Provider in writing of its Final Acceptance or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same may be extended or reset. If County rejects the System, or any part thereof, County shall provide notice identifying the criteria for Final Acceptance that the System failed to meet. Following such notice, Provider shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) otherwise respond to County's notice. If Provider modifies, repairs, or replaces the System or portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this Section 7.3.

7.3.4 In the event Provider fails to remedy the reason(s) for County's rejection of the System, or any part thereof, within ninety (90) days after County's initial notice of rejection, County may elect, in writing, to either accept the System as it then exists or to reject the System and terminate the applicable Work Authorization. If County elects to reject the System and terminate the applicable Work Authorization, all sums paid by County under the Agreement or applicable Work Authorization shall be reimbursed to County by Provider within 15 days after such election is made. If County elects to accept the System as it then exists (partial acceptance), Provider shall continue to use its best efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing best efforts, Provider fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the System as mutually determined by the Parties. If the Parties cannot agree upon such value, County shall have the right to reject the System and terminate the applicable Work Authorization on the terms stated above in this paragraph.

ARTICLE 8. PROTECTION OF SOFTWARE AND PROPRIETARY RIGHTS

8.1 County Proprietary Rights. Provider 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 Provider under this Agreement, including all copyright and other proprietary rights therein, which Provider as well as its employees, agents, subconsultants, and suppliers may use only in connection with the performance of Services or Support and Maintenance Services under this Agreement. All rights, title, and interest in and to certain ideas, designs and methods, specifications, and other documentation related thereto developed by Provider and its subconsultants specifically for County (collectively, "Developed Works") shall be and remain the property of County. Accordingly, neither Provider nor its employees, agents, subconsultants, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of Provider, or any employee, agent, subconsultants, or supplier thereof, without the prior written consent of County, except as required for Provider's performance hereunder.

8.2 Ownership. Except for custom work products, if any, County acknowledges that all copies of the Software (in any form) provided by Provider are the sole property of Provider. County shall not have any right, title, or interest to any such Software or copies thereof except as expressly

provided in this Agreement, and shall take all reasonable steps to secure and protect all Software consistent with maintenance of Provider's proprietary rights therein.

8.3 Custom Work Products. To the extent any subsequent Work Authorization or amendment identifies deliverables that constitute custom work products that Provider is required to develop and furnish, the Parties agree that County shall own all rights, title, and interest in and to all such custom work products and that they shall be deemed to constitute "works made for hire" under the United States Copyright Act, 17 U.S.C. § 101. If, for any reason, any custom work product would not be considered a "work made for hire" under applicable law, Provider hereby exclusively and irrevocably sells, assigns, and transfers to County all of Provider's rights, title, and interest in and to such custom work product and in and to any copyright or copyright application(s) related thereto. Provider agrees that neither it nor its agents shall use or disclose any custom work product except for County's benefit as required in connection with Provider's performance under this Agreement, unless Provider has obtained County's prior written consent to such use or disclosure. "Custom work product" shall not include any software, copyrighted material, or other proprietary material developed by Provider or any third party prior to the Effective Date, but shall include any modification(s) thereof developed pursuant to this Agreement solely for the benefit of County. To the full extent applicable, Provider shall provide County with the source code and object code for all custom work products upon Final Acceptance of the Software or System, or within thirty (30) calendar days after written request by the Contract Administrator, whichever occurs first.

ARTICLE 9. CONFIDENTIAL INFORMATION, SECURITY AND ACCESS

9.1 Public Records Law. 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.

9.2 Provider Confidential Information. Provider represents that the Software contains proprietary products and trade secrets of Provider. Accordingly, to the full extent permissible under applicable law, County agrees to treat the Software as confidential in accordance with this article. Any other material submitted to County that Provider 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 PRODUCT – TRADE SECRET." In addition, Provider 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 Provider 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 Provider. Provider 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 non-disclosure of the Software or any Trade Secret Materials in response to a records request by a third party.

9.3 County Confidential Information.

9.3.1 All Developed Works, materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Provider obtains from County in connection with this Agreement, that are made or developed by Provider in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute "County Confidential Information."

9.3.2 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.

9.3.3 County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Provider or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Provider 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.

9.3.4 Provider 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 Provider or its employees, agents, subconsultants, or suppliers regarding the unlawful use or disclosure of County Confidential Information.

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

9.4 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 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 the other party's Confidential Information. In addition, the Parties agree to cooperate fully and provide reasonable assistance to ensure the confidentiality of the other party's Confidential Information.

9.5 Security and Access. Any access by Provider to any aspect of the County's network must comply at all times with all applicable County access and security standards, as well as any other

or additional restrictions or standards for which County provides written notice to Provider. Provider will provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Provider's compliance with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Provider's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Provider's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Provider).

9.6 **Data and Privacy.** Provider shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County data transmitted or stored in the System is not transmitted or stored outside the continental United States. Provider may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Provider may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Provider 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.

9.7 **Injunctive Relief.** 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.

9.8 **Survival.** The obligations under this Article 9 shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 10. INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 **Indemnification.** Provider shall be fully liable for the actions of its current and former officers, employees, subcontractors, and other agents under this Agreement. Provider shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, employees, and other agents (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities, and expenditures of any kind, including attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Provider or any current or former officer, employee, subcontractor, or other agent of Provider, arising from, relating to, or in connection with any obligation or performance under this Agreement. In the event any Claim is brought

against an Indemnified Party, Provider shall, upon written notice from County, defend each Indemnified Party against each such Claim through counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County Attorney, in his or her reasonable discretion, any sums due Provider under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been resolved. Any sums so withheld shall not be subject to the payment of interest by County.

10.2 Limitation of Liability. Neither Provider 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 Provider is required to provide under Article 11. 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 Provider'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 intellectual property, or (iii) any indemnification obligation under this Agreement.

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

10.4 Third Party Pass Thru Rights. Provider shall extend to County all rights and benefits Provider has from any third party as to the Equipment or Software relating to warranty or third party claims, including any and all indemnification and hold harmless rights, to the extent permitted under any applicable agreement with the third party equipment or software supplier or otherwise available to Provider. Provider shall at all times use all reasonable efforts to cooperate with County in the event of an infringement claim involving System.

ARTICLE 11. INSURANCE

11.1 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

11.2 Provider shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum

limits of insurance coverage designated in Exhibit D (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Provider.

11.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit D, the applicable policies shall comply with the following:

11.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos or lead
- Sexual molestation
- Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

11.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

11.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

11.3.4 Professional Liability Insurance. Such insurance shall cover Provider for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D.

11.3.5 Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D. Such policy shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response coverage, including Notification Expenses

County shall be included on the policy as an "Additional Insured" unless such endorsement is not available by the insurer.

11.4 Within fifteen (15) days after the Effective Date of this Agreement or notification of award, whichever is earlier, Provider shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

11.5 Coverage is not to cease and is to remain in force until County determines all performance required of Provider is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

11.6 Provider shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

11.7 Provider shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Provider may redact portions of the policies that are not relevant to the insurance required by this Agreement.

11.8 County and Provider, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

11.9 If Provider uses a subcontractor, Provider shall require each subcontractor to endorse County as an "Additional Insured" on the subcontractor's Commercial General Liability policy.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

12.1 Nondiscrimination. Provider may not 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, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors providing goods or services under this Agreement.

12.2 Failure by Provider 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 to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

ARTICLE 13. TERMINATION

13.1 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. 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. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

13.2 County may terminate this Agreement if Provider is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Provider has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Provider has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the Parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

13.3 Provider represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Provider, upon learning that such representation is false or if Provider or any of its affiliates is placed on the discriminatory vendor list.

13.4 Additionally, and notwithstanding anything to the contrary in this Agreement, County may terminate this Agreement without any further liability to Provider upon the decertification of Provider as a Certified Business Entity ("CBE") by County's Office of Economic and Small Business Development ("OESBD"), if Provider's status as a CBE was a factor in the award of the Agreement and such status was misrepresented by Provider. However, such termination shall not be effective until expiration of any timely-filed review or appeal of the decertification decision.

13.5 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

13.6 In the event this Agreement is terminated for convenience, Provider shall be paid for any goods and services properly provided through the termination date specified in the written notice of termination. Provider acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Provider, for County's right to terminate this Agreement for convenience, and Provider hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

ARTICLE 14. MISCELLANEOUS

14.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement shall be and remain the

property of County and, if a copyright is claimed, Provider hereby grants to County a nonexclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Provider, whether finished or unfinished, shall become the property of County and shall be delivered by Provider to the Contract Administrator within seven (7) days of termination or expiration of this Agreement by either party.

14.2 Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of Provider and its subcontractors 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, Provider or its subcontractor, as applicable, shall make same available at no cost to County in written form.

Provider and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Provider'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 Provider in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by Provider in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Provider.

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

14.3 Public Records. To the extent Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;

b. 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;

c. 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

d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Provider transfers the records to County, Provider shall destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records, Provider 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.

The failure of Provider to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

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. Provider will provide any requested records to County to enable County to respond to the public records request.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-1265, LVASSELLO@BROWARD.ORG, 3400 S.W. 2ND AVENUE, FORT LAUDERDALE, FL 33315.

14.4 Truth-In-Negotiation Representation. Provider's compensation under this Agreement is based upon representations supplied to County by Provider, and Provider certifies that the wage rates, factual unit costs, and other factual information supplied to substantiate Provider's compensation are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

14.5 Public Entity Crime Act. Provider 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. In addition to the foregoing, Provider

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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 Provider has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Provider under this Agreement.

14.6 Independent Contractor. Provider is an independent contractor under this Agreement. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

14.7 Third Party Beneficiaries. The Parties acknowledge that there are no third party beneficiaries under this Agreement.

14.8 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 with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Aviation Department
Attn: Enterprise Director, Facilities Maintenance Division
3400 SW 2 Avenue
Fort Lauderdale, FL 33315
Email address: rwaskiewicz@broward.org

NOTICE TO PROVIDER:

Brock Solutions U.S., Inc.
8080 Tristar Drive, Suite 126
Irving, TX 75063
Email address: tsimon@brocksolutions.com

14.9 Assignment. Except for subcontracting approved by County at the time of the execution of this Agreement or any prior written approval by County Contract Administrator, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. If Provider violates this provision, County shall have the right to immediately terminate this Agreement.

14.10 Conflicts. Provider agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Provider further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Provider 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, which 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 Provider or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. Provider agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

14.11 Waiver of Breach. The failure of either party 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 under this Agreement shall not be deemed a waiver of any subsequent breach.

14.12 Compliance with Laws. Provider shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.

14.13 Severability. In the event 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.

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

14.15 Headings and Interpretation. The 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.

14.16 Governing Law, Venue and 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 Parties agree that 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 Parties agree that 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, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

14.17 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the

foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation, shrinkwrap, click-through, or terms and conditions associated with any upgrade, update, release, patch, or other modification of the System or Software, unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

14.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

14.19 HIPAA Compliance. It is understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. § 160, 162, and 164 and related statutory and regulatory provisions. In the event Provider is considered by County to be 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"), Provider shall fully protect individually identifiable health information as required by HIPAA and HITECH. If requested by County, Provider shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. Where required, Provider 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 Provider'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 this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements if required under this Agreement.

14.20 Payable Interest

14.20.1 Payment of Interest. County shall not be liable to pay any interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Provider 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 interest, including for post-judgment interest, if such application would be contrary to applicable law.

14.20.2 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, 0.25% (one quarter of one percent) simple interest (uncompounded).

14.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

14.22 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Provider represents that it is an entity authorized to transact business in the State of Florida.

14.23 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Provider agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If Provider fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

14.24 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Provider shall serve as Provider's required certification that it has or will establish a drug-free workplace in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace for the full term of this Agreement.

14.25 Contingency Fee. Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Provider. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Provider under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

14.26 Living Wage Requirement. If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code sections 26-100 – 26-105, Provider agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Provider shall fully comply with the requirements of such ordinance. Provider shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

14.27 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

14.28 County Logo. Provider 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.

14.29 Additional Security Requirements. Consultant certifies and represents that it will comply with the Airport Security Requirements attached hereto and incorporated herein as Exhibit F.

14.30 Counterparts. 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.

(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 _____, 2017, and BROCK SOLUTIONS U.S. INC., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2017

Insurance requirements
approved by Broward County
Risk Management Division

By _____ 5/22/17
Signature (Date)

Print Name and Title above

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

By _____ 5/23/17
René D. Harrod (Date)
Assistant County Attorney

RDH
2017-05-10 Brock Solutions License Agreement
5/10/17
#17-099.01

RDH

PROVIDER

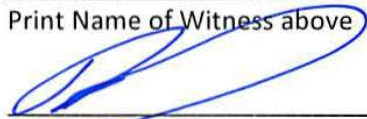
WITNESSES:



Signature

TREVOR SIMON

Print Name of Witness above



Signature

DANIEL EVANS

Print Name of Witness above

BROCK SOLUTIONS U.S. INC.

By: 


Authorized Signor

Monica Winnett, CFO

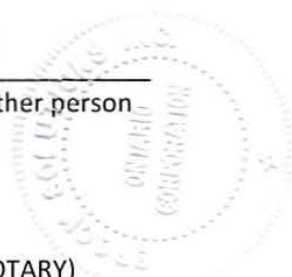
Print Name and Title

11 day of May, 2017

ATTEST:



Corporate Secretary or other person
authorized to attest



(CORPORATE SEAL OR NOTARY)



Exhibit A – Statement of Work

Provider and County agree that Provider shall provide the following work under this Agreement:

1. Services Description

Provider will provide a central support service plan that will provide stable and reliable access to informed and knowledgeable support, for the subscribed Systems. The support service plan will allow for swift and competent solutions to service issues when they arise. Provider will provide the Services set forth herein for the following:

- Terminal 1 BHS System
- Terminal 2 BHS System
- Terminal 3 BHS System
- Terminal 4 BHS System

Services include support for the following elements:

- Lower (Machine) Level Controls – PLCs and field devices
- Upper Level Controls Software

A. Software. Provider has already provided and will be supporting the following Software under this Agreement:

Software Suite, Version & Module	Quantity & Type of License	Describe Purpose, Functionality & Expected Operation of Software
SmartSort, V4 (T1)	T1 Systems-wide license, unlimited users	Sortation Management software including sort control, reporting, and HMI
Alliant BHS Software, unknown version (T2)	T2 Systems-wide license, unlimited users	Sortation Management software including sort control, reporting, and HMI
SmartSort, V8.8 (T3)	T3 Systems-wide license, unlimited users	Sortation Management software including sort control, reporting, and HMI
FKI BHS Software, unknown version (T4)	T4 Systems-wide license, unlimited users	Sortation Management software including sort control, reporting, and HMI

B. Equipment. Provider has already provided and will be supporting the following Equipment under this Agreement:

Quantity	Equipment	Functionality/Comments
16	Allen Bradley 1756-L73 ControlLogix5573	Terminal 1 BHS PLC Network
40	Allen Bradley 1756-DNB/A	Terminal 1 BHS DeviceNet Network
16	Allen Bradley 1756-CN2/B	Terminal 1 BHS ControlNet Network
1	Allen Bradley 1756-ENBT/A	Terminal 1 BHS Ethernet Network
4	Allen Bradley 1756-L73 ControlLogix5573	Terminal 2 BHS PLC Network

Quantity	Equipment	Functionality/Comments
24	Allen Bradley 1756-CN2/B	Terminal 2 BHS ControlNet Network
4	Allen Bradley 1756-EN2T	Terminal 2 BHS Ethernet Network
12	Allen Bradley 1756-L62 ControlLogix5562	Terminal 3 BHS PLC Network
12	Allen Bradley 1756-CNB/E	Terminal 3 BHS ControlNet Network
2	Allen Bradley 1756-ENBT/A	Terminal 3 BHS Ethernet Network
1	Allen Bradley 1756-L62 ControlLogix5562	Terminal 4 BHS PLC Network
2	Allen Bradley 1756-CNBR/E	Terminal 4 BHS ControlNet Network
3	Allen Bradley 1756-ENBT/A	Terminal 4 BHS Ethernet Network
2	Intel Xeon E5620	T2 Sortation Server
2	Dell Optiplex 990	T2 Control Room Workstations
2	Dell T3500	T1 Control Room Workstations
3	Rockwell VersaView 1500P	T1 Remote HMI's
4	Dell Power Edge Server R710	T1 Sortation Server
2	Dell power Edge Server R210	T1 Sortation Server
1	Contact PC w/ ELO 1739L Touchscreen	T3 Manual Encode Station
2	Contact PC w/ ELO 2244L Touchscreen	T3 Remote HMI
2	HP ProLiant DL380G7 E5649	T3 Sortation Server
4	VersaView PC's	T4 HMI Stations MSD1 - 4

2. Technical Approach

A. Knowledge Acquisition.

Provider will conduct a Knowledge Acquisition phase immediately upon Notice to Proceed. For this, two Brock Solutions support technicians will visit the facility to gather information about the Terminal 2 system. Information gathered includes S/W Programs, PLC programs, electrical drawings, manuals and other documentation, etc.

The Parties acknowledge that the associated upper level software for the T2 and T4 systems is proprietary and was originally provided by Aliant Technologies and FKI Logistex respectively. Provider's ability to support this component of the Systems to the extent the support requires in-depth investigation of or modification to the source code may take longer to resolve than a similar issue with the T1 and T3 systems. Provider will take images of all upper level computers during the Knowledge Acquisition process to enable it to better support these Systems. These will be used in the event that a catastrophic event occurs in the system and the hardware requires re-imaging.

If a failure occurs, Provider's responsibility will be to restore System functionality to the way it was prior to the failure. Any effort to improve the System functionality above the level it was prior to any failure (e.g., to correct pre-existing bugs and fundamental design flaws) is not included within scope and shall constitute Optional Services, for which County written approval will be required in advance of performing such work and a Work Authorization will be required for any additional costs to County.

B. Annual High-Tech Maintenance Site Trips.

Provider will conduct two (2) 5-day high-tech maintenance site trips to FLL each year for the duration of this Agreement. The scope of work for each trip will be tailored to the needs of BCAD at that specific time, but will include at least the following unless otherwise approved by County Contract Administrator:

- Preventative Maintenance – Network inspections, PLC inspections, field device inspections, computer inspections, server maintenance, etc.
- Training – Site specific or general
- BHS Enhancements – Punch-list items or other scheduled modifications that are all approved ahead of time.

Each year, prior to going to site, County will prepare for Provider an up to date punch-list of all items that need to be addressed, and any additional activities County requests Provider perform while on-site. Provider will conduct proper investigation and preparation prior to the annual visit so that time on site is minimized and used as efficiently as possible. Provider shall advise County prior to the annual visit if any required activities are expected to take longer than 5 days, in which case County written approval is required in advance (and a Work Authorization will be required for any additional costs to County, if any). Pricing for any additional day(s) shall be as set forth in Exhibit B, unless otherwise approved by County Contract Administrator.

All modifications made on-site during these trips shall be fully tested by Provider to ensure that they are operationally sound and ready for daily use. All high-tech maintenance site trip activities are also fully documented by Provider through incident reports and service reports as all other support activities are documented.

Provider shall use all reasonable efforts to resolve any issues discovered during these trips while on-site within the time frame of the annual trip. Any issues that cannot be so resolved for which any additional cost is sought by Provider shall require a Work Authorization. The services of any off-site resources who may be required to help resolve issues remotely are not included within the scope of the annual site visit.

If there are any issues that cannot be resolved and properly tested during the site trip, then Provide shall ensure the necessary diagnostic "traps" are put in place to help diagnose the problem or validate a possible modification. These traps will be monitored by Provider at a later date from off-site or at the time that Provider can return to site.

C. Remote System Health Check.

Once every quarter, Provider will connect to the System using a VPN connection, and perform basic health checks on the Upper Level control system elements. This will include the following activities:

- Verify database integrity
- Check disk space usage

- Run Overnight Performance Monitoring tool to check server memory and CPU performance
- Check software logs and System Event logs
- Check Marathon status

It is expected that this will require approximately 10 hours. This does not include the time required to address any issues that are discovered during this time and which cannot be resolved during the 10-hour call.

3. Security/Access

Provider will cooperate with County and provide any and all information that County may request in order to determine appropriate security and network access restrictions and verify Provider compliance with County security standards.

Provider shall be provided VPN access to the System when necessary to provide the Services hereunder. County will be responsible for all costs and services necessary to establish the remote VPN connection to the BCAD network. Provider shall maintain a current list of all Provider personnel with VPN access to the BCAD network and promptly notify County in writing of any changes to the list.

Provider shall comply with the following security standards for the duration of the Agreement:

- A. Managed Services/Professional Services (IT)/Third-Party Vendors
 1. Provider shall immediately notify the County of any terminations/separations of employees performing services under the Agreement or who had access to the County's network in order to disable such employees' access to County systems.
 2. Provider shall ensure all Provider employees have signed County's Information Security Policy Acknowledgement form prior to accessing County network environment. (PCI 12.3.5)
 3. Provider shall perform privacy and information security training to its employees with access to the sensitive County environment upon hire and at least annually. (PCI 12.6.1)
- B. Software
 1. Provider must provide a security plan or secure configuration guide for Software installed in the County environment by the Provider.
 2. Provider shall advise of any third party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and version supported. Provider shall support updates for critical vulnerabilities discovered in the versions of third party software installed.
 3. Provider shall ensure that the Software is developed based on industry standards/and or best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle.

4. Provider shall ensure the Software has a security patch issued for newly identified vulnerabilities within 30 days for all critical or high security vulnerabilities.
5. Provider shall ensure the Software provides for role-based access controls.
6. Provider shall support electronic delivery of digitally signed upgrades from Provider or supplier website.
7. Provider shall enable auditing by default in software for any privileged access or changes.
8. If the Software is a payment application which processes, stores, or transmits credit card data, the VISA Cardholder Information Security Program ("CISP") payment Application Best Practices and Audit Procedures will be followed and current validation maintained.
9. Provider shall regularly provide County with end-of-life-schedules for all applicable Software.

C. Hardware Leased or Purchased from Vendor

1. Provider shall ensure that physical security features are included in the Hardware acquired under this Agreement to prevent tampering.
2. Provider shall ensure security measures are followed during the manufacture of the Hardware acquired under this Agreement.
3. Any Hardware provided under this Agreement shall not contain any embedded remote control features unless approved in writing by County's Contract Administrator.
4. Provider shall disclose any default accounts or backdoors which exist for access to County's network.
5. If a new critical or high security vulnerability is identified, Provider shall supply a patch, firmware update or workaround approved in writing by County's Contract Administrator within 30 calendar days from identification of vulnerability.
6. Provider shall make available, upon County's request, any required certifications as may be applicable and required (e.g., Common Criteria ("CC"), Federal Information Processing Standard 140 ("FIPS 140)).
7. Provider shall regularly provide County with end-of-life-schedules for all applicable Hardware and Software.
8. Provider shall support electronic delivery of digitally signed upgrades from Provider or supplier website.
9. Upon County's request, Provider shall make available to the County proof of Provider'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; Provider'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. Managerial Approach & Communication

Provider will ensure that the persons responsible for Provider's performance of the Services under this Agreement and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Provider seeks or is required to make any change to the composition of the Key Personnel, Provider will provide County with thirty (30) days' advance notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

Key Personnel:

Jim Israel – Service Manager
Rein Scherer – Service Tech
Alex Quintela – Service Tech
Arturo Hernandez – Service Tech
Rayvier Dhak – Service Tech
Eric Byrd – Sales Support
Trevor Simon – Sales Support
Cory Goerzen – Sales Support

5. 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 Provider 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 Provider under this Agreement. All obligations of Provider under this Agreement shall be construed consistent with this objective. At request of County, Provider 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. It is expected that any replacement provider engaged by County shall have the requisite skills and training to provide continuing services to County. Provider will not be responsible for training replacement provider, unless agreed to in an appropriate Work Authorization.

b. Additional Equipment/Hardware

County may acquire as Optional Services any additional or replacement equipment as Provider makes generally available to its customers, including the Support and Maintenance for such equipment.

c. Additional Services

County may acquire as Optional Services any additional professional services as County deems necessary to obtain from the Provider to maintain, improve, expand, repair, or otherwise provide services relating to the baggage handling systems for FLL, such as small projects and minor modifications to the system.

6. Additional Information

- Provider will not be stocking spare parts for the system.
- Billable time will include the time spent by the support engineers to fix the problem as well as any project management and follow-up reporting requirements as documented in the CRM system.
- This support contract covers the systems in Terminals 1, 2, 3 and 4 throughout the duration of the Agreement.

Exhibit B – Payment Schedule

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal term, unless the contrary is expressly stated below. Goods or services reasonably inferable as being 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.

Fees

Description	Quantity	Invoicing	Fees
Support and Maintenance Services, including 24/7 Remote Troubleshooting Support	Annually	Quarterly in arrears	\$70,000.00/annually
Annual High-Tech Maintenance Site Trips (2 trips annually)	2 five-day trips included each year	Semi-annually (i.e., after completion of each trip)	\$23,685.00/annually
Knowledge Acquisition	One-time fee	Upon completion of Knowledge Acquisition	\$16,775.00
Remote System Health Checks	Annually	Quarterly in arrears	\$5,400/annually

Any travel expenses or fees incurred by Provider under this Agreement (other than those required for the included High-Tech Maintenance Site Trips) shall be billable as per the Agreement, Section 5.3.

Software Fees

Software Description	License Term	Invoicing	Fees
License Fee	Perpetual	N/A	Fully paid

Services Fees for Non-Covered Services

Description	Term	Invoicing	Fees
Non-emergency rates (other than covered Support and Maintenance Services)	Hourly	Monthly in arrears	\$135/hour

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Emergency rates (other than covered Support and Maintenance Services)	Hourly	Monthly in arrears	\$165/hour
Additional Day for Site Trips (inclusive of travel)	Per Day	Monthly in arrears	\$1,860/day

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

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

Exhibit C - Support and Maintenance Services

1. System Support and Maintenance Services

Provider shall provide County with Support and Maintenance Services so as to ensure and maintain the current performance level of the System consistent with the Statement of Work 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 System (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 Provider's other clients;
- Notification 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 System;
- Emergency availability via telephone after hours to receive and respond to specific technical problems and questions relating to the operation or functionality of the System;
- Use of ongoing best efforts to maintain the current functioning level of the Software, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the System;
- Routine notification to County as it becomes available of new or updated information pertaining to the System and the Documentation.

Consistent with Section 3.2.1, provision and installation of updates, upgrades, patches and new releases are included within the scope of services only to address a particular performance issue. Otherwise, any such updates will be at an additional cost and must be done under a Work Authorization.

County will initially attempt to troubleshoot and resolve any Event. However, if County is not able to resolve the Event, County will contact Provider's Support Team as set forth herein.

Support and Maintenance Services 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, Provider shall provide support on-site at any office or location of a Broward County agency. As noted below, onsite support is excluded and will result in additional costs at

the rates set forth in Exhibit B. Provider agrees that its personnel shall be suitably trained in the operation, support and maintenance of the Software and System. If in the reasonable opinion of County, the personnel provided are not acceptable, Provider agrees to provide suitable replacements.

Once Provider's support team has been contacted regarding an Event, they will remain involved in the troubleshooting process until:

- The problem has been resolved, meaning that the root cause has been determined, the necessary course of action to fix the problem has been recommended and the necessary escalation procedure going forward has been recommended and approved by BCAD.
- County determines that no further work is necessary.

During the course of troubleshooting an issue, it might be necessary for Provider to make small, non-security related program modifications to restore operations to the system. All of these modifications will be monitored and tested to ensure that functionality has been restored, and in some cases diagnostic code ("traps") might be added to the programs for further investigation.

Typical Procedure for Support:

The following details the process for a typical support incident, and how it would be resolved through the 24x7 remote phone support plan.

- **Incident Occurs On-Site**
BCAD personnel determine if the issue requires a support call to Brock Solutions. If they determine that Brock must be involved they will place a call to the Brock Call-Center.
- **Brock Call-Center Receives Support Call**
The Call-Center will run through a script of questions to determine who is calling and what the nature of the problem is. The Call Center will then open a ticket with Brock's Case Management System.
- **Brock Case Management System Routes Issue**
Based on the information received, Brock's Case Management System will determine which support engineer the support call should be routed to, and contacts them via email and text message. The Case Management System will escalate to others, should the designated support engineer not accept the case within a given time window.
- **Brock Support Personnel Receives Email/SMS from the Brock Case Management System**
The support personnel will accept the case and access the Case Management System to determine the nature of the issue and a contact on-site. The support engineers will then call the contact on-site within 30 minutes, and begin the troubleshooting process.

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- **Troubleshooting the Incident**
Troubleshooting will be performed over the phone or through a VPN (remote access) connection, which is the preferred method. The support engineer will have the most current programs and documentation available on the Brock servers, assuming that modifications have not been made on-site without our knowledge, and if necessary, the support engineer has all of the Brock Solutions resources at his/her disposal. If it is deemed necessary, the support engineer could make small modifications (not security related) to the programming, or place diagnostic "traps" in the program for further investigation.
- **Resolution or Escalation**
The support engineer will continue to troubleshoot until the problem has been resolved and operations returns to normal, or if it is determined that further escalation is necessary then an engineer will be dispatched to site pending BCAD approval.
- **Reporting**
Once the issue has been resolved, the incident will be closed. The BCAD Support Team will receive regular updates on the troubleshooting process throughout the case. At the conclusion of the incident, a final update will be sent to BCAD. This final update will include all previous troubleshooting steps and provide information on the final resolution, and any possible issues that remain on site.

Non-Covered Services.

Support and Maintenance does not include the following:

- Support calls resulting from user error / training issues
- Hardware replacement and repair
- System outages that are due to external systems
- Support requiring visits to site
- Issues requiring a re-build of servers and/or workstations (in whole or in part)
- Software and System modifications (moves, adds and changes), including the support of these modifications done by others, unless expressly included in this Agreement

The parties shall cooperate and agree upon whether any requested support or Event is within covered or non-covered services. Any Non-Covered Services shall be charged at the rate for Non-Covered Services set forth in Exhibit B, unless otherwise approved by the County Contract Administrator.

Required Response Times. Upon notice by County of an Event, Provider shall address and resolve the Event consistent with the following priority, response and resolution levels:

Priority Description	Definition	Response Time After Notice	Resolution Time after Notice
Critical	Event that renders the System and/or interfaces inoperable or allows unauthorized access.	30 minutes	Work until corrected
Severe	Event that results in a significant impairment of performance of the System or impairs essential operations or allows unauthorized access.	30 minutes	Work until corrected during normal business hours
Minor	Event that has minor impact to County's business and that does not impact normal operation of the System.	30 minutes	Future patch or release
Minimal	Event that has minimal impact or no impact on County's business.	30 minutes	Future release

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

Records and Reports. Provider will maintain records of its Support and Maintenance Services through its Case Management 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 Provider;
- 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.

Each monthly invoice will include a report of all service calls with information for each call including the Event or issue reported, the resolution of the issue, and the number of hours spent on the issue.

A separate monthly report will be sent providing a breakdown of:

- Issues Created, Closed and Open, for each of the previous 12 months
- Closed issues broken down by Caused By reason, for each of the previous 12 months
- Information broken down by Site

Once the monthly invoices and reports have been submitted, then it is the responsibility of BCAD to make the decision on if and when the next steps are to occur (i.e. addressing existing issues).

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

Failure to Meet Required Response Times. If Provider fails to meet the Required Response Times, County may offset against any sums due Provider \$165 for each hour that Provider's average response time in the preceding month exceeds the Required Response Times, which the Parties agree is a fair and reasonable approximation of County's negative financial impact caused by the delay in Provider's response. Response Time shall be measured from the time County provides notice to Provider, until Provider's Key Personnel contacts County at the phone number provided in CMS with a support technician ready to provide support.

DownTime Maintenance Credit. If a Critical Event is not resolved or reduced to Minor or Minimal priority level within two (2) business hours after notice to Provider, or if a Severe Event is not resolved or reduced to Minor or Minimal priority level within six (6) business hours after notice to Provider, Provider will refund to County five percent (5%) of the base monthly fee (or monthly pro rata equivalent, if the fee is other than monthly) for Support and Maintenance Services for each additional business hour that the Event remains unresolved or at the Severe or Critical priority level. The maximum refund in any month will be twenty percent (20%) of the base monthly fee (or monthly pro rata equivalent, if the fee is other than monthly) for Support and Maintenance Services. Such refunds will be paid within 10 days or, at County's option, may be credited against future sums due to Provider. This refund shall be in addition to any other remedy that is available in the event of a breach of the Agreement. Downtime Maintenance Credits will not apply in the following situations:

- Issues which are caused by Non-Covered Services (see above)
- Assistance of onsite County personnel is required to resolve an issue, and such assistance is delayed
- Remote VPN access to the affected systems is not available, due to no fault of Provider

Exhibit D

Insurance Requirements for the Maintenance Support Services for BHS Software

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 checked="" type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard Contractor shall maintain in force for 5 years after completion of all work required coverage for Products/Completed Ops, including Broad Form Property Damage <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 <input checked="" type="checkbox"/> mobile equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1,000 K	\$2,000 K
	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	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 \$5 mil airside	
<input type="checkbox"/> POLLUTION & ENVIRONMENTAL LIABILITY	Max Ded \$50k	\$	
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	\$1 mil MIN
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY - E&O	Max. Ded. \$10k	\$1 mil	\$2 mil
<input type="checkbox"/> PROPERTY COVERAGE / ALL RISK	Max. Ded.		Agreed value Replacement Cost
<input type="checkbox"/> PROPERTY COVERAGE, BUILDERS OR INSTALLATION FLOATER. Subject to waiver based on type and nature of project. If project greater than \$50k - installation floater required for replacement of material, equipment, installation. All risk, agreed value.	Maximum Deductible	\$ 10K	Replacement value
	Each Claim	Vendor Responsible for Deductible	
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 Additional Insured: Broward County. Also when applicable certificate should show B.C. as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. 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 attaché 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 Southwest 45th Street, Suite 101
 Dania Beach, Florida 33312
 RE: (maintenance)

Tracy Meyer
 Aviation Department
 Risk Insurance and Contracts Manager

Digitally signed by Tracy Meyer
 DN: cn=Tracy Meyer, o=broad,
 ou=risk,
 email=tracymeyer@broward.org,
 c=US
 Date: 2016.09.07 10:22:49 -0400

Exhibit E – Work Authorization Form
WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____
Work Authorization No. _____

This Work Authorization is between Broward County and _____ (“Provider”) 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 Provider 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

Provider

_____	Signed	Date
Attest	Typed Name	_____
	Title	_____

Exhibit F – Airport Security Requirements

NONDISCRIMINATION REQUIREMENTS

- I. Nondiscrimination - 49 CFR Part 21 Requirements. During the performance of this contract, Provider for itself, its personal representatives, assigns and successors in interest (hereinafter referred to collectively as the "Provider") agrees as follows:
- (a) Compliance With Regulations. Provider shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - (b) Nondiscrimination. Provider shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Provider shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (c) Solicitation for Subcontractors, Including Procurement of Materials and Equipment. In all solicitation either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Provider of Provider's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.
 - (d) Information and Reports. Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Provider is in the exclusive possession of another who fails or refuses to furnish this information, Provider shall so certify to the County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (e) Sanctions for Noncompliance. In the event of Provider noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2)

cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), the County shall have the right to re-enter the Premises as if said lease had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

(f) Incorporation of Provisions. Provider shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request the County to enter into such litigation to protect the interests of the County and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

(g) Provider, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Provider shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.

(h) Provider, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Provider shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

II. Nondiscrimination - 14 CFR Part 152 Requirements. During the performance of this contract, Provider, for itself, its assignees and successors in interest agrees as follows:

(a) Provider agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. Provider agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Provider agrees that it will require its covered sub organizations to provide assurances to Provider that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations as required by 14 CFR Part 152, Subpart E, to the same effect.

(b) Provider agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Provider agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. Provider agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub organizations, as required by 14 CFR Part 152, Subpart E.

(c) If required by 14 CFR Part 152, Provider shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Provider shall similarly require each of its covered sub organizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

(d) If Provider is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Provider shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Provider shall similarly require such affirmative action steps of any of its covered sub organizations, as required under Part 152.

(e) Provider shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Provider shall require its covered sub organizations to keep similar records as applicable.

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(f) Provider shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Provider shall cause each of its covered sub organizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Provider who shall, in turn, submit same to the County for transmittal to the FAA.

III. **Nondiscrimination - General Civil Rights Provisions.** Provider, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Provider or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of Provider, this Provision binds Provider from the bid solicitation period through the completion of the contract.

IV. **Nondiscrimination - 49 CFR Part 26.** Provider shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this contract. Failure by Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.

PROVISIONS PERTAINING TO AIRPORT PROJECTS

Provider agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Provider, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and Provider agrees to comply with the County's Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sublessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Provider shall conduct background checks of its employees in accordance with applicable Federal Regulations.

If as a result of the acts or omissions of Provider, its subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency,

including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Provider agrees to pay and/or reimburse to County all such 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. Provider further agrees to rectify any security deficiency or other deficiency as may be determined as such by the 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 Provider fails to remedy any such deficiency, the County may do so at the sole cost and expense of Provider. The 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. Provider shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all Provider's and its subcontractors employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Provider shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Provider's and its subcontractor's personnel transferred from the Airport, or terminated from the employ of Provider or any of its subcontractors, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee of Provider or any of its subcontractors, Provider shall comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. Provider 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 shall have the right to require Provider 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 Provider shall permit any employee of Provider or of any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Provider shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Provider or of any 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: Provider agrees that its, and its subcontractors, 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. Provider further agrees on behalf of itself

and its subcontractors, that it 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. Provider acknowledges and understands that 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, Provider agrees that persons not executing such consent-to-search/inspection form shall not be employed by Provider or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Provider or by any of its subcontractors.

(d) Provider understands and agrees that if any of its employees, or the employees of any of its 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 Non-Disclosure Agreement promulgated by the Aviation Department.

(e) The provisions hereof shall survive the expiration or any other termination of the Agreement to which this exhibit is attached.

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