Pinellas County

Staff Report

Subject:

Approval by Purchasing Manager of ITQ Solicitation Award and Execution of Agreement for Contract 21-0596-Q(KM) Gate Management Software System for Airport

Recommended Action:

Approval by Purchasing Manager of ITQ Solicitation Award and Execution of Agreement for Contract 21-0596-Q(KM) Gate Management Software System for Airport to GCR Inc dba Civix; five (5) year not to exceed expenditure amount of $140,000.00 / $28,000.00 annually.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 11th day of August 2021 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and GCR, Inc, Metairie, LA ("Contractor") (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 21-0596-Q(KM) (ITQ) for Gate Management Software System at Airport services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Definitions.**

   A. "**Agreement**" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

   B. "**County Confidential Information**" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, any other information designated in writing by the County as County Confidential Information.

   C. "**Contractor Confidential Information**" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

   D. "**Contractor Personnel**" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

   E. "**Services**" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within <u>ten (10)</u> days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

    A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

    B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from <u>Deputy Director of Operations & Facilities.</u>

    C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

    D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

    E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

    F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

    G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

    A. Initial Term. The term of this Agreement shall commence on:

    ☒ the Effective Date;

       and shall remain in full force and for <u>sixty (60) months</u> or until termination of the Agreement, whichever occurs first.

B. Term Extension.

☒ The Parties may extend the term of this Agreement for <u>one (1)</u> additional <u>twenty-four (24)</u> month period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. <u>**Compensation and Method of Payment.**</u>

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the five (5) year not-to-exceed sum of <u>$140,000.00 ($28,000.00 annually)</u> for Services completed and accepted as provided in Section 15 herein if applicable, payable

C. Travel Expenses.

☒ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to:

☒ the designated person as set out in Section 18 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. <u>**Personnel.**</u>

A. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

B. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

C. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. <u>Termination</u>.

    A. **Contractor Default Provisions and Remedies of County**.

        1. <u>Events of Default.</u> Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

        2. <u>Cure Provisions.</u> Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

        3. <u>Termination for Cause by the County.</u> In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

    B. **County Default Provisions and Remedies of Contractor.**

        1. <u>Events of Default.</u> Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

        2. <u>Cure Provisions.</u> Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

        3. <u>Termination for Cause by Contractor.</u> In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

    C. **Termination for Convenience.** Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **<u>Time is of the Essence.</u>** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. <u>**Confidential Information and Public Records.**</u>

    A. **County Confidential Information.** Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B.   Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C.   Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.
Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Digital Accessibility
Suppler acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

    i.   fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
    ii.   unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
    iii.   fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 14(b) of this Agreement, "Indemnification."

13. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

14. Liability and Insurance.

    A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

    B. **Indemnity Provision.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all third party damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

    C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

    D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

15. County's Funding.

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make

monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

16. **Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Airport Operations Manager or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Mark Sprague, Deputy Director - Airport Operations and Facilities. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

17. **Subcontracting/Assignment.**

A. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment**.

☒ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

18. **Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

19. **Notices**. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:	For Contractor:
Attn:	Attn:
Mark Sprague	Timothy Walsh
727-453-7802	504-304-2500
msprague@fly2pie.com	twalsh@gocivix.com
14700 Terminal Blvd	3300 West Esplanade Ave, Ste 400
Clearwater, FL 33762	Metairie, LA 70002

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue

Clearwater, FL 33756

20. <u>**Conflict of Interest.**</u>

    A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

    B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

21. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County. GCR's software and documentation is licensed for internal purposes, not sold, for the term of this Agreement. GCR is the sole and exclusive owner of all right, title, and interest in the software and documentation, including all Intellectual Property Rights, and derivatives thereof. (GCR owns the gate management software code/documentation and it is not a work for hire that would be owned by the County. GCR will keep confidential the way PIE utilizes the software and will not demo PIE data to any other entity.)

21. <u>**Amendment.**</u> This Agreement may be amended by mutual written agreement of the Parties hereto.

22. <u>**Severability.**</u> The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. <u>**Applicable Law and Venue.**</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. <u>**Waiver.**</u> No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. <u>**Due Authority.**</u> Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on

behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. **No Third Party Beneficiary.**   The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
By and through its **Director of
Purchasing and Risk Management**

GCR, Inc.

—————————————————————
Name of Firm

Merry Celeste By: Merry Celeste	Digitally signed by Merry Celeste Date: 2021.08.11 08:51:23 -04'00'

By: Timothy Walsh

Digitally signed by Timothy Walsh
DN: cn=Timothy Walsh, o=GCR, ou=GCR,
email=twalsh@gcrinc.com, c=US
Date: 2021.08.09 15:16:31 -05'00'

—————————————————————
Signature

Timothy A Walsh
—————————————————————
Print Name

President
—————————————————————
Title

—————————————————————

Approved as to Form

APPROVED AS TO FORM

By: _Keiah Townsend_
————————————————
Office of the County Attorney

By: ————————————————
Office of the County Attorney

Customizable, easy to use web/cloud-based interface for unlimited users and aminimum of 3 Administrators. This includes user preferences.

Civix Response: AGM is cloud based and easy to use, with many customizations built into thesolution. Airports can define their own resources, gates, parking or other. Airports may control the time period that their forward-looking schedules are applicable. Airports can add users and assign roles to those users while customizing the alerting options. Airports can configure their gates with geometric exclusions, as well as create rules around preferential gates and allowable aircraft type.

Unlimited users are provided and three (3) admin users will be provided.

Figure 3: Administrator can create unlimited contacts and users (Image is Proprietary and Confidential)

Ability to interface on PC, iOS and Android

Civix Response: As a web-based solution, AGM is accessed through a browser. With aresponsive design, the solution is highly effective on mobile devices in the field. AGM isbrowser-agnostic, therefore compatible with any currently supported leading browsers,including Google Chrome and Microsoft Edge, without the need for additional plug-ins.

Administrator has full control over user rights such as schedule imports, gaterequest, view only, etc.

Civix Response: The airport is provided unlimited users and has complete control over the AGM solution's users and their roles. The administration user opens the user window and canadd users at the administrator's discretion for airport employees, airlines, and cargo handlers,or other resource management stakeholders, assigning each user role-based privileges. In this same view, the AGM administrator configures the alerts and workflow associated with theuser.

Non-airport users have permission to submit schedule requests for any resource, including gates, remote spots, and other designated parking areas. These schedule requests must be approved by an authorized user before affecting the overall schedule. When logged into the solution, the requestor can see all resources currently allocated as view-only, in order to makea more informed request.

EXHIBIT A

STATEMENT OF WORK

Ability to manually input flights or modify a flight into software system. (i.e. manually update scheduled departure or arrival times as airline published scheduleschange or if an air carrier has an aircraft type change.)
Civix Response: The airport administrator user may manually change or modify the scheduleand any associated parameters like aircraft type, air carrier, or arrival/departure times. The "gate booking" workflow allows the admin to enter a flight schedule in the most efficient way possible, very similar to specifying the recurring parameters of an Outlook calendar meeting. For making changes to a scheduled that has been input, from the 'Gantt Chart' view, the airport administrator can click on a bar that represents the gate utilization and then changeany parameter associated with planned usage. When a change is made to a schedule, the administrator may configure automated email alerts to affected stakeholders to enhance current channels of communication.
Ability to automatically input/upload flight schedules from a third-party company (OAG, FAA SWIM, ADSB) showing air carrier schedules related to PIE Airport. The flight schedule information will provide a minimum of a 90% accuracy rate at least 20 days in advance and a 95% accuracy rate at least 7 days in advance. Vendor willprovide the third-party company feed into the pricing of this quote per year.
Civix Response: OAG data: the OAG data feed is an aggregation of airline schedule information that is available weeks and months in advance of the day-of-operations. The dataavailable in advance is rarely allocated to a gate, does not have the associated aircraft type, and does not connect the arrival flight number to the departure flight number in all cases. Connection of the arrival flight number to the departure flight number is essential to planning how long the aircraft will need resources, and aircraft type is essential to billing and resource allocation. Nonetheless, OAG schedule information is critical to the airport's resource allocationplanning. There are multiple vendors of aggregated airline schedule data, including ADI (Airline Data Inc.) and OAG, each with their own nuances and price points. AGM is capable of ingesting ADI or OAG data.

In order to meet the requirements of 90% accuracy, 20 days in advance and 95% accuracy atleast 7 days in advance for the schedule data, Civix will need to compare the performance of the multiple schedule data aggregators to recommend the best solution for the airport. From our experience, AGI and OAG can both reliably provide this level of accuracy, so Civix anticipates full compliance. The accuracy of the schedule data is fully dependent on the accuracy of the selected schedule data feed provider.

However, AGM has been architected to harness the maximum amount of information possible from multiple feeds and multiple stakeholders. Authorized airline users can update their schedules directly for improved accuracy of the information in the AGM solution.

Day-of-Operations Accuracy: The OAG or ADI feed is not reliably updated on the day-of-operation. For the day-of-operation, many solutions rely mainly on FIDS data. FIDS data provides a good piece of the puzzle, but cannot provide the full picture, as FIDS data only addresses regularly scheduled service and is ill-suited to manage real-time scenarios, like if anaircraft left the gate, parked somewhere else, and then came back to a different gate.

More powerful than FIDS data is what AGM considers 'actual' data, the data that most correctly reflects what is truly happening at your airport in real-time – this is the FAA SWIM and ADS-B data. The AGM solution is unique in the industry due to its tight integration with

real-time flight tracking data. Flight-tracking data is maximally utilized in the solution, it is notan afterthought.

FAA SWIM and ADS-B data for Day of Operations Accuracy: Where the OAG/ADI data is the plan of what will happen, AGM uses FAA SWIM and ADS-B data to know what is happeningright now (and what actually did happen). On the day-of-operations, the real-time data is overlaid on the Gantt chart view of the gate resource plan showing flights that are late in varied colors. The authorized user may then change the resource plan based on the most accurate and up-to-date data available.
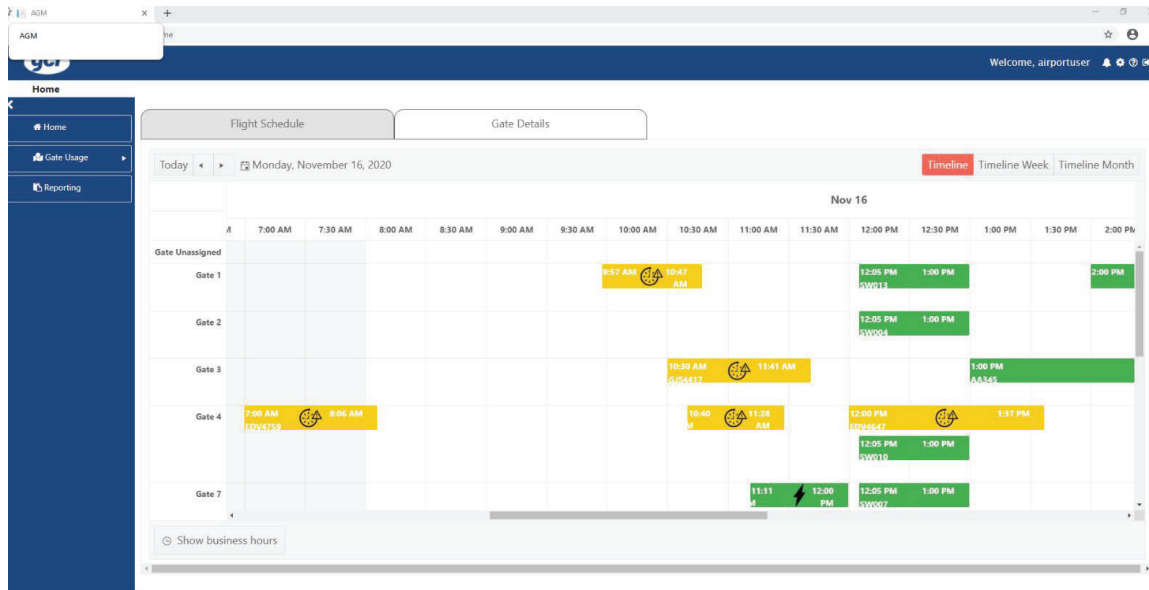

Figure 4: Gantt chart updated with FAA SWIM ADS-B data (Image is Proprietary and Confidential)

Figure 4 shows the Gantt chart updated with matched FAA SWIM ADS-B data.

Because the airport has already implemented our strategic partner's solution AirBOSS, integration with AirBOSS is 100% included in this proposal. The Airport's AGM deployment will rely on AirBOSS to fuse all relevant FAA SWIM feeds with the AirBOSS independent ADS-Bdata for the most complete picture of what is happening at your airport. Because the airportuses the AirBOSS local receiver, the data feeds from AirBOSS are significantly more completethat a straight FAA SWIM feed.

Figure 5: Surface Management System real-time view

The actual data from FAA/ADS-B is used to alert AGM of diversions or other unscheduled activities. If a flight arrives at the airport that cannot be matched to the plan, it shows up as an obvious purple colored bar in AGM, a highly visual cue to the airport user to allocate a gate.If the administrator has authorized the air carrier of the unscheduled flight as a user, the appropriate contact will be sent an alert email of the resource allocation.

Figure 6: Diversions, or any other unplanned arrivals, show up as flights with an unassigned gate and distinctive dark purple color. User can click the bar to assign the flight to an open gate, triggering alerting to associated contacts. (Image is Proprietary and Confidential)

The actual data from FAA/ADS-B is used to compile the aeronautical activities reporting, essential for billing purposes. In this way, the airport bills of what actually took place, notwhat the various stakeholders said took place.All fees associated with integration of schedule data feeds (OAG or ADI) and FAA feeds(AirBOSS) are included in this proposal.

Ability to import/upload schedules from a Microsoft Excel (.csv file) Format.

Civix Response: The airport administrator can upload any schedule in a .csv format. Civixwill provide the airport with a Microsoft Excel template to streamline the import process.
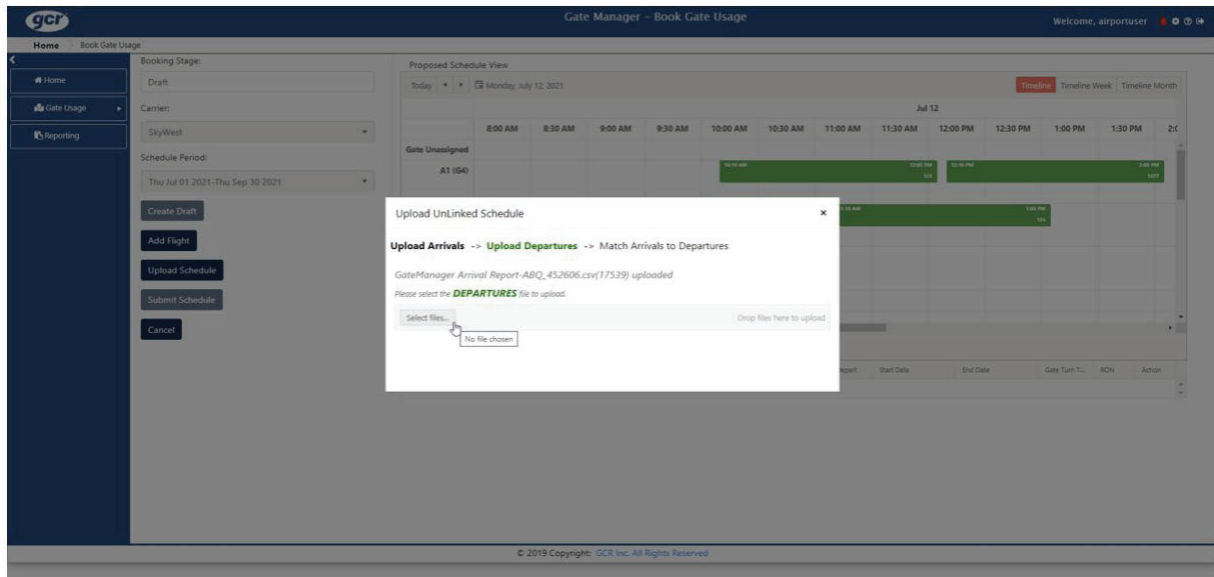

Figure 7: Easy upload tool imports your .csv file formatted schedules (Image is Proprietary and Confidential)

Ability to identify flights at the Airport's two jet bridges and when an aircraft is pastthe schedule departure time (+/- 15 minutes); on/off times.

Civix Response: AGM's tight integration with AirBOSS is essential to meeting this requirement, identification of flights currently at the jet bridges, and providing information onthe flight's variance from the plan.

The AirBOSS Surface surveillance system identifies exactly when aircraft have landed andwhen aircraft leave by flight number and by registration number.

In order to confirm the surface location of the aircraft, a geofence is constructed for the gate/resource areas, and AirBOSS determines if the aircraft has entered the geofenced area, providing a real-time, automated source for on/off times.

All fees associated with integration of schedule data feeds (OAG or ADI) and FAA feeds(AirBOSS) are included in this proposal.

Civix Response: The airport administrator can upload any schedule in a .csv format. Civixwill provide the airport with a Microsoft Excel template to streamline the import process.
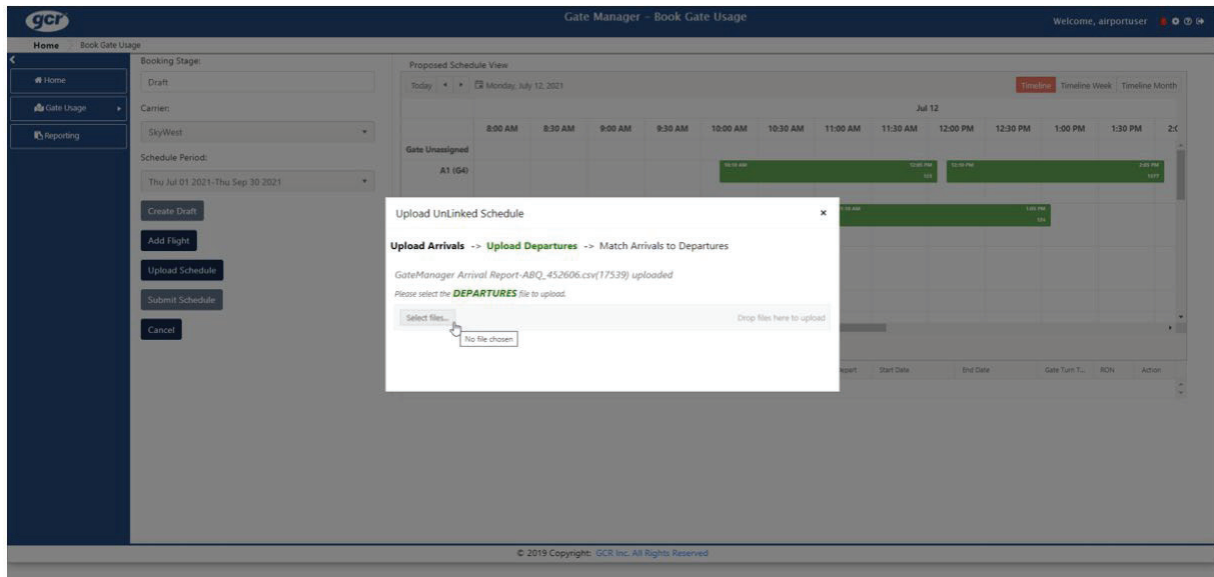

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Figure 8: Geo-fenced gate real-time view (Image is Proprietary and Confidential)

AGM manages the plan, so AGM knows what 'should happened,' i.e., it knows which flight numbers should be parked where on the airport. AGM shares the gate plan with AirBOSS as a cross-check on aircraft entering the geofenced areas. AirBOSS shares the status of the gate back to AGM for display in the 'Gantt chart' view. In this way the AGM can display late arrivals as compared to the original plan and can alert the airport to potential resource conflicts.

Through data sharing, both the proposed AGM solution and the airport's current AirBOSS system perform better and provide the airport greater overall value. AGM brings the many stakeholders involved in airport operations together – data, technology and people – into a simple, straightforward view for resource management.

Ability to change/update records

Civix Response: Any authorized user can make changes to the data sets in AGM. For example, Aircraft arrival and departure times can be updated manually through observation, entire flight schedules can be manually added, single flights can be added, and aircraft type can be changed.

Ability to automatically assign flights to gates.

Civix Response: Automatic assignments are available when the admin user elects to copy forward the previous period's schedule. Airline schedules from month to month are similar, and so gate assignments are also likely to be quite similar. With this method, only minor changes and edits may be required.

The primary challenge with full automation in gate assignments is the inability to capture localized knowledge from the various stakeholders. In our overall product roadmap, Civix will adhere to an approach of learning the patterns of gate assignments for a specific airport, comparing those past gate assignments to new schedule information, and then applying the past to the future.

Planned near term new features for automatic gate assignments are: 1) assign diversion aircraft to an open gate, if all exclusionary conditions are met and 2) carry forward gate
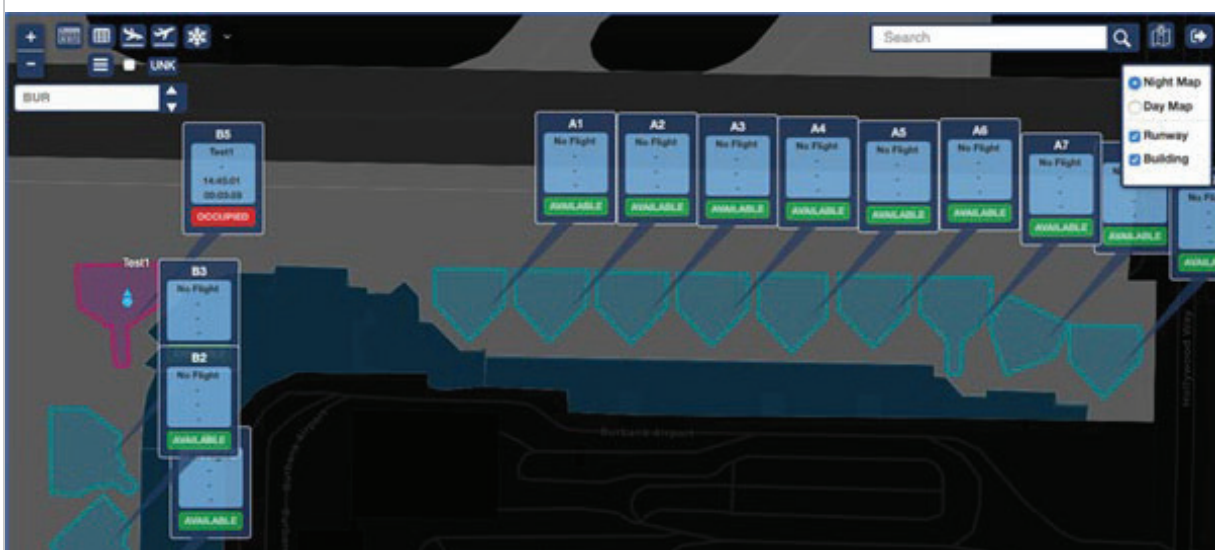

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Planned near term new features for automatic gate assignments are: 1) assign diversion aircraft to an open gate, if all exclusionary conditions are met and 2) carry forward gate assignments from the last schedule period for an entirely new schedule based on commonality with previous schedules.

Ability to have software alert and identify schedule gate conflicts. Automaticallyresolve gate conflicts as well as deconflict gate errors.

Civix Response: When an authorized user attempts to make a gate assignment that is in conflict with either another flight, or in conflict with the gate's exclusionary rules, the user isprovided a visual alert with a caution sign icon.

AGM provides all stakeholders view-access to the airport's gate schedules. When a gate request is made, it is made with knowledge of which gates are occupied and when. This approach greatly reduces potential gate conflicts.

Gate conflicts are resolved by clicking on the gate assignment and then simply updating the gate assignment. Conflict resolution is not automatically initiated – it must be initiated by the airport user. When a gate has been changed, stakeholders receive an automated email alert to the change.
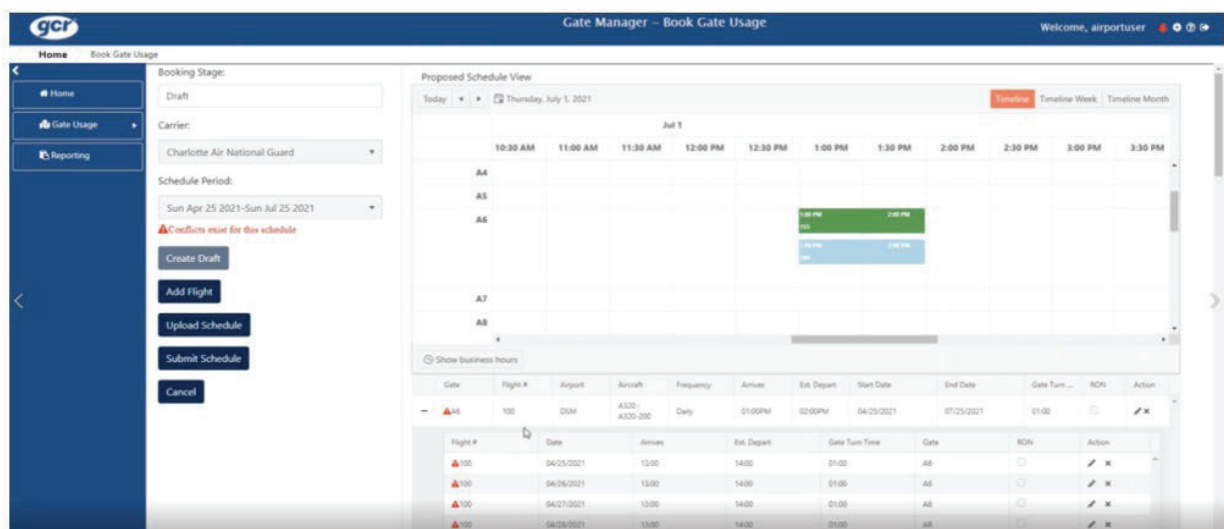

Figure 9: Conflicts are shown by color-coding the schedule bars and the caution sign, followed by further messaging when submitting the conflicted schedule. (Image is Proprietary and Confidential)

Ability to assign gate by aircraft type (B737, A320, B757, B787) and not allow assignment of aircraft to a gate that cannot accept aircraft type.

Civix Response: Multiple settings are provided to the airport administration user to configure gate rules. The administrator can set geometric exclusions by limiting wingspan and length at any particular location, gate, jet bridge, or parking spot.   Further, specific aircraft types can be excluded at each location. The airport can further tailor its list of aircraft allowed at its airport in total, streamlining the exclusionary rule picklists. When exclusions are set, users areprevented from assigning a flight record to a gate with a conflicting aircraft type.

Automatically different color coding to easily identify when a gate is open versus occupied. Also, automatically color code International Arrival and Departure Flightsat a gate.

Civix Response: On the 'Gantt chart' view of gate allocations, an open gate is easily identifiedby having no bar associated with the resource allocation.

On the airfield view in the surface management system, the geofenced areas outlining thegate or resource parking spots are automatically color coded for open or occupied. This approach provides two visualization methods, spatial and geographical, or the more data-intensive list approach.

AGM does not currently allow for color coding of international flights out-of-the-box. This is a simple feature to add to the roadmap and can made available is subsequent versions.

Ability to generate gate utilization reports, (capacity, time occupied, percentage occupied RON reports) by gate in Microsoft Excel (.csv file) format

Civix Response: AGM was architected not only to provide operations staff with a simple and effective tool to manage gate planning and day-of-operations gate changes, but also to provide a full and complete data set for all billing and analysis scenarios, including gate turn durations, capacity, and percentage occupied RON, available as .csv file output.

Ability to delineate each gate and each group of gates within each terminal utilization reports. The reports will show how much a gate is being utilized each hour and each 6 hour block (midnight to 6am, 6am-12noon, 12noon to 6pm, 6pm to midnight) in a dashboard format.

Civix Response: AGM can provide a variety of custom reporting. Reporting will be provided that shows gate utilization on an hourly basis, grouped in six-hours block, and organized by terminal in a dashboard format.

Artificial Intelligence of how many passengers will be in each terminal on an hour by hour basis when aircraft are arriving and departing utilizing the aircraft maximum passenger capacity. This is required for fire code enforcement for our two terminals.

Civix Response: AGM manages the information required to develop estimates for the numberof passengers in a terminal on an hourly basis.

AGM provides the airport the ability to upload passenger count information at a granular level sufficient to meet this requirement. The passenger count information, the arrival and departure times, as updated with the ADS-B data, are input to AGM's terminal control volumemodel report which shows the capacity of the terminal, with input flow from arriving aircraft, output flow from departing aircraft, and output flow from terminal departures.

The airport is in control of the parameters that are used in the terminal control volume model report, which include setting the delay time for passenger clearance time and setting the estimated arrival time frame.

Software has either built in Artificial Intelligence or a way to interpolate and forecast forward planning 6 months in advance analytical data: when (time and day)and where (terminal) open gate times are to allocate for future air carrier schedule service.

Civix Response: AGM provides a methodology to forecast gate utilization up to six months in advance. To meet this requirement, the airport administrator configures the active schedule period to be six months in duration – this forecasts the input schedule over the full duration of the schedule period. A report is run to show open gates over the schedule period.

Computer Based Training and remote onboarding for new hires.

Civix Response: Civix provides remote training as part of your project deployment. New hireswill be provided training as needed throughout the duration of the service agreement.

Air Carriers will have separate log-in credentials with permissions to add/delete/change gate information for its own aircraft and create reservations.

Civix Response: AGM has been architected with varied roles of stakeholders in mind. The solution administrator can add unlimited users and has complete control of the user's role. When Air Carriers are granted access to AGM, the Air Carrier user may request the use of any resource managed by AGM, including gates and remote aprons. When making the request fora resource, the user may view the total airport's resource availability at the time of the reservation request, so the most informed request may be made. The reservation request then enters a workflow process where the airport may accept or reject the request. The request may be recurring of any duration, or may be a single, unplanned reservation.

The reservation request workflow is essential for airports that need to manage unscheduled activities. Schedule data aggregators, such as ADI and OAG, do not have reliable access to allthe unscheduled activities of charter or cargo operations. For many airports, aeronautical activities are best communicated directly between the operators/handlers and the airport staff.

Ability to upload actual flight passenger data either provided by the airport or third-party company when the data becomes available. This is used for future load factor planning.

Civix Response: Passenger counts are a field value in the flight record. Data may be updatedby any authorized user. When uploading the passenger data, the flight numbers and dates willbe matched. This historical data is used to estimate passenger counts in the terminal.

Requirements

Work with the Airport Information Technology Manager (IT) as well with the County Business and Technology Services (BTS).

If system/equipment requires installation of wiring through Pinellas County Information Technology Data Ports or Firewalls, Pinellas County Division 27 must be adhered to.
Civix Response: The proposed AGM solution requires no additional hardware or wiring on-site.
Must be a Cloud based or web-based system.
Civix Response: The proposed AGM solution is cloud-based
Must be able to utilize Microsoft Windows 10 or Chrome or Mozilla Firefox browsers.
Civix Response: The proposed could-based AGM solution will operate on Windows 10, Chrome, or Mozilla Firefox browsers.
Must interface with Android and iOS platforms.
Civix Response: The proposed web-based solution can be operated in a browser on either Android or iOS platforms.
Software and platform will include comprehensive online documentation including but not limited to information manuals, update release notes, and video training tutorials.
Civix Response: The proposed training program will be delivered online during your project implementation. Training will be recorded and provided to the airport for future reference. Additional training can be scheduled ad hoc for new hires. Online documentation including release notes will be provided.
Ability to create (by Administrator) unlimited user accounts with select permissions.
Civix Response: The Airport Administrator is in total control of the user accounts and permissions and can create unlimited users.
Continuous maintenance and support of the system, including software updates.
Civix Response: The Airport is provided service and support according to our standard service level agreement which includes all software updates for the duration of the agreement.
24/7/365 Technical Support located in the United Stated of America.
Civix Response: The Airport is provided service and support according to our standard service level agreement which includes 24/7/365 ticket submittal and standard business hoursfor telephone support.
System must be tested and approved by Airport Operations and the Airport IT Manager.

Civix Response: Civix follows Project Management Institute (PMI) Body of Knowledge (PMBOK) best practices, which provide the airport a user acceptance testing phase. During the discovery phase, the project will be adjusted to meet the specific needs of the airport.

We believe the industry's well recognized standards provide excellent guidelines for solidproject management, but we often apply our extensive project management and proven

industry experience to adapt and extend practices to satisfy a project's specific needs while being flexible to adapt and adjust according to the situation. Solid project management along with open communication and customer trust pave the way for plan adjustments while ultimately delivering the objective.

Vendor must have actively installed and operational gate management systems in a minimum of 5 NIPAS Airports and provide proof of such.

Civix Response: Civix's fully integrated AGM solution is installed at ABQ with multiple integrations, including the AirBOSS ADS-B data and ABRM revenue management solution. ABQ is currently considering streamlining their deployment through integration with ADI flight schedule data.

Civix has been providing airports technology solutions for over twenty years, with installations of various other modules of our Airport IQ Suite, including our ASOCS operational platform and our ABRM revenue management solution at over 100 NPIAS airports nationwide.

The proposed AGM solution is a new and innovative approach to gate management, designedwith a philosophy of maximal data sharing between best-in-class airport technologies. AGM integrates tried and true systems and data feeds from ADI or OAG and AirBOSS ADS-B data,providing a streamlined interface to manage your gates.

Deliverables

Training to Airport, Airline, TSA and Concession Staff.
Civix Response: Training is presented in PowerPoint format as well as using a live demo of the application. The training presentations have clear graphics and instructions that can be followed by even a novice user. We recommend that users follow these steps after the training and follow up with any questions. User documentation will also be available as online help in a PDF format.
Vendor will conduct complete system testing and verify the site has been properly installed and configured by completing a series of test cases.
Civix Response: The scope of testing is to ensure the application delivered to the County stakeholders at User Acceptance Testing (UAT) meets the scope of work for the project. UAT items in scope for testing are derived using a test approach that focuses on defining and testing requirements that, if met, provide the level of approval needed for an application's production readiness. The scope of testing to be performed includes the following test phases: **Iterative Paired Unit Testing** between SME, Tester, and Developers increases the quality of the application prior to formal testing and acceptance. It focuses on determining any errors and defects within a single user interface component or an individual feature are identified and fixed early in the implementation process. **Functional Testing** to verify that the software enhancements or changes in the newly added functionality are working and comply with the business/user stories and requirements. **System Integration Testing (SIT)** through regression to verify that the software works as a system with all its interacting components and performs as expected to handle required tasks in real scenarios. Performance and stress testing are executed in SIT.

User Acceptance Testing (UAT) performed by the County stakeholders to validate that the software meets the business needs of the users and can handle required tasks in real scenarios.
Any failures or malfunctions will be isolated and resolved as necessary.
Civix Response: Civix provides 24/7/365 issue escalation/resolution. If the issue is identified as a Defect, then Civix will coordinate with the client to schedule the hot fix.
A full test will be conducted prior to a final system acceptance test and signoff process. The signoff will be required by Airport Operations and the Airport IT Manager.
Civix Response: Yes, Civix will conduct a full test prior to a final system acceptance test and sign off process.
Vendor will provide a warranty for the term of the contract.
Civix Response: As long as the County remains current on its annual license payments, Civix warrants and confirms that our software will perform as promised. Additionally, the County's annual license includes a bucket of phone support time, ensuring the County will maximize its use of the AGM solution.
Vendor will provide 24/7 Unites States based Technical Support.
Civix Response: Civix has a dedicated 24/7/365 support portal for logging help desk tickets either via a product email address or directly within the support portal. In addition, Civix has a dedicated support phone line. Emergency technical support for Civix's cloud hosted applications include server and performance monitoring 24/7/365.

- Dedicated Client Facing Portal
- 24/7 Monitoring
- Initiate Support Tickets via Email or the Portal
- Group Ticket Management & Resolution
- Individual SME Responses
- Transparent Ticket Status & History
- Service Request Escalation for Critical Issues
- Announcements
- Knowledge Base
- Change/Feature Log

Civix's customer support portal will provide the County with prompt and effective problem resolution support. Our support portal is a cloud-based customer service support platform that allows Civix to manage product support for customers and allows customers to track their ticketed support requests.

Figure 10: Users can easily submit tickets and track issues in the Client Portal to monitor resolution progress *(Image is Proprietary and Confidential)*

The County can log support requests directly into the support portal application or via email which will direct the issue to the appropriate technician for expedited resolution. Using the client support portal, the County users can track the resolution of their issue at any time.

Customer support for issues, questions, and training for the Licensed Programs will follow a standard protocol for resolution (Figure 11).

STATEMENT OF WORK

Upon receipt of the help desk ticket, Civix categorizes the ticket, which will be prioritized using the following scale. The specific progression and escalation of calls follow this pre-defined process:
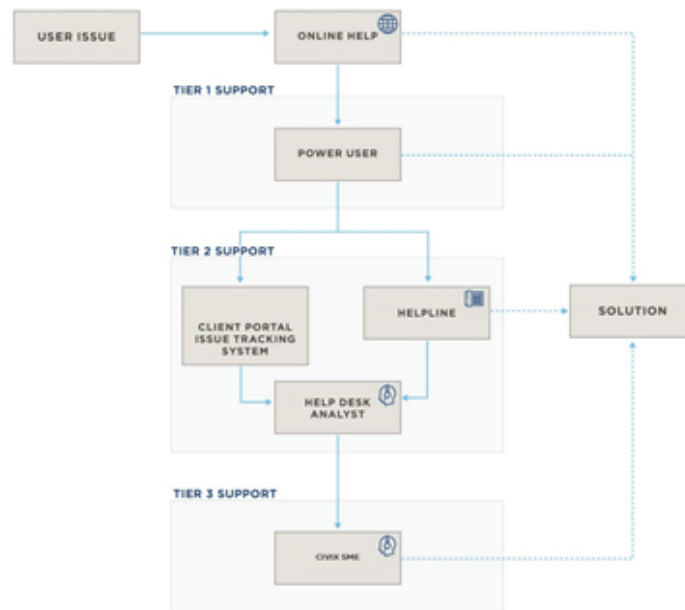

Figure 11: Civix's Tiered Support Structure (Image is Proprietary and Confidential)

EXHIBIT A

STATEMENT OF WORK

PRIORITIZATION	SEVERITY	ISSUE
Priority 1	Urgent	Application Crash
Priority 2	High	Missing Functionality/Business Rule (No Workaround)
Priority 3	Medium	Business Rule/Application Issue (Workaround)
Priority 4	Low	Cosmetic/Non-Critical Functional Issue

- *Priority 1 Support* – Provides the highest support for unresolved issues such as application crashes. Help desk assigns a support ticket to Civix technical staff for resolution and Civix prepares a coordinated response. In order to resolve issues as soon as possible, high priority requests will likely use remote delivery. The responsible Civix resource will review the request documentation and investigate further if necessary, documenting new findings, the actions taken, and the completion/resolution.
- *Priority 2 Support* – Provides support for program errors or functional questions beyond basic support capabilities. This includes critical functionality issues within the application where no workaround is present.
- *Priority 3 Support* – Provides support for moderate application issues and business rule issues when an acceptable workaround exists for the condition and the application operates with the workaround in effect.

- *Priority 4 Support* – Provides fundamental application support including answering basic questions about program functionality such as user log-in or basic technical questions on system operation.

Vendor will correct system outages within 24 hours of notification. An outage lasting more than 24 hours is considered a breach of contract.

Civix Response: Civix provides 24/7/365 issue escalation/resolution. The initial response may be a priority discussion or a request for more information. In the case of a Priority 1-Urgent issue, Civix will make every attempt to provide a work-around to give the client an immediate interim solution during the initial response.

After the priority level is determined, then Civix will follow the response time (business/work hours) guidelines in this table.

PRIORITY	INITIAL ISSUE RESPONSE	PROGRESS TOWARD RESOLUTION	EXPECTED ISSUE RESOLVED
	4 hours of receipt	8 hours of receipt	24 hours of receipt*
	48 hours of receipt	As agreed	As agreed

If the issue is identified as a Defect, then Civix will coordinate with the client to schedule the hot fix.

Software upgrades will be included with the purchase of the system and term of contract. Negotiations of service after term of contract is fathomable.

EXHIBIT A

STATEMENT OF WORK

Civix Response: The software covered by the annual Hosting & Support Program includes the proposed solution plus future versions of the product offered by Civix as an incremental upgrade.

- **New Releases** – Incremental upgrade releases (not requiring modifications outside the support of the base system) and documentation will be available for purchased modules during the term of the agreement
- **Program Enhancements** – Enhancement releases (not requiring modifications outside the support of the base system) for the software will be available for all purchased modules during the term of the Agreement
- **Installation Assistance** – Support for proper installation of the current release of software, and subsequent patches or updates described above will be available through remote assistance

EXHIBIT B

INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

The VENDOR shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the VENDOR shall provide the COUNTY with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the COUNTY.   Approval by the COUNTY of any Certificate of Insurance does not constitute verification by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. COUNTY reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the VENDOR to the COUNTY at least thirty (30) days prior to the expiration date.

VENDOR shall also notify COUNTY within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said VENDOR from its insurer. Notice shall be given to: Pinellas COUNTY Risk Management Department, InsuranceCerts@pinellascounty.org; and nothing contained herein shall absolve VENDOR of this requirement to provide notice.

Should the VENDOR, at any time, not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the COUNTY and charge the VENDOR for such purchase. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The COUNTY reserves the right, but not the duty, to review and request a copy of the VENDOR's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds $50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

(1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for Payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the VENDOR.

(3) The term "COUNTY", or "Pinellas COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas COUNTY.

EXHIBIT B

INSURANCE REQUIREMENTS

(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY or any such future coverage, or to COUNTY's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.

(6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The COUNTY shall have the right, but not the obligation to determine that the VENDOR is only using employees named on such list to perform work for the COUNTY. Should employees not named be utilized by VENDOR, the COUNTY, at its option may stop work without penalty to the COUNTY until proof of coverage or removal of the employee by the VENDOR occurs, or alternatively find the VENDOR to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas COUNTY from the VENDOR.

(8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent VENDOR, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits

General Aggregate	$ 2,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Personal Injury and Advertising Injury	$ 1,000,000
Each Occurrence	$ 1,000,000

(C) Professional Liability (Technology Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Vendor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	$ 1,000,000
General Aggregate	$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

EXHIBIT B

INSURANCE REQUIREMENTS

(D) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

EXHIBIT C

PAYMENT SCHEDULE

Item No.	Description	Years (A)	Unit Price (B)	Extended Total (Ax B)
1	Installation	1	$ 0	$ 0
2	Customizable Cloud Based Gate Software System	5	$ 28,000	$140,000
3	Warranty	5	$Included	$Included
4	United States Based 24/7 Support	5	$Included	$Included
5	Annual Unlimited Licenses	5	$Included	$Included
	TOTAL LUMP SUM PRICE - 5 YEARS:			**$140,000**

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:
SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq,* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information   Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To   Billing address to which you are requesting payment be sent

Invoice Date   Creation date of the invoice

Invoice Number   Company tracking number

Shipping Address   Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number   Standard purchase order number

Ship Date   Date the goods/services were sent/provided

Quantity   Quantity of goods or services billed

Description   Description of services or goods delivered

Unit Price   Unit price for the quantity of goods/services delivered

Line Total   Amount due by line item

Invoice Total   Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A.   Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

   1.) Requesting department for this purpose is defined as the County department for whom the work is performed.

   2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B.   Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C.   The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

D.   The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E.   Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

F.   Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

G.   For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.