



# Pinellas County

## Staff Report

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**File #:** 21-197D, **Version:** 1

**Agenda Date:** 12/25/2030

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**Subject:**

21-0314-Q(KM) MUFIDS Software for PIE First Amendment to Agreement for Purchasing Director approval.

**Recommended Action:**

Execution of the First Amendment to the Services Agreement with Stratacache, Inc. to revise the Not-to-Exceed Amount in Section 5B of the original Agreement.

Increase to Contract No. 21-0314-Q(KM) in the amount of \$22,990.00 for a revised Not-to-Exceed Amount of \$195,956.00.

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this 23<sup>rd</sup> day of July 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Stratacache, Inc., Dayton, OH (“Contractor”) (individually, “Party,” collectively, “Parties”).

### WITNESSETH:

**WHEREAS**, the County requested proposals pursuant to 21-0314-Q(KM) (ITQ) for MUFIDS System for PIE 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, and any other information designated in writing by the County as County Confidential Information. Notwithstanding the foregoing, County Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the Contractor in breach of the Agreement; (ii) becomes available to the Contractor on a non-confidential basis from a source other than County, which is not prohibited from disclosing such information by obligation to County; (iii) is known by the Contractor prior to its receipt from County without any obligation or confidentiality with respect thereto; or (iv) is developed by the Contractor independently of any disclosures made by County.

**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 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 as described in the Statement of Work 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..

**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 ten (10) 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 in substantial compliance with 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 Airport Information Technology Specialist 1 - Manager.

**C. Change Orders.** . Each party may notify the other party in writing whenever it identifies the need to provide a Service or Deliverable additional to or different from those set forth in the initial Statement of Work, including changes to Fees, performance and obligations of a party (a "Change Order"). Neither party shall be obligated under a Change Order unless such Change Order is signed by both parties.

**D. Not Used.**

**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. Notwithstanding the foregoing, County shall not directly or indirectly through another provider (i) copy, modify or make derivative works based upon the Services or Software or (ii) build a product or service using Contractor's Confidential Information or intellectual property or that copies any ideas, features, functions or graphics of the Services or Software.

**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 60 months, or until termination of the Agreement, whichever occurs first.

**B. Term Extension.**

☒ The Parties may extend the term of this Agreement for one (1) additional twelve (12) month period(s) 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. Compensation and Method of Payment.

**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, subject to any conditions, assumptions or obligations of the County set forth in the Statement of Work. Except as expressly provided in the Statement of Work, 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 through a Change Order or by written amendment as authorized in Section 21 of the Agreement.

**B.** The County agrees to pay the Contractor the not-to-exceed the five (5) year sum of \$172,966.00, or annual sum of \$80,241.00 for year one (1) and \$23,181.25.00 for years two (2) through five (5) as more specifically described in Exhibit C Payment Schedule. Items 1 and 2 in Exhibit C (which shall be delivered during the Implementation Phase) shall be billed monthly in arrears based upon product delivered and services performed during the month (subject to any acceptance process described in the SOW). Items 3 and 4 in Exhibit C (which shall be delivered during the operations phase) shall be billed annually in advance.

### **C. Travel Expenses.**

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

**D. Taxes.** The County represents, with written substantiation, and 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

☒ as provided in Exhibit D attached hereto.

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. Personnel.

**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 be 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 forth 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 key 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 key 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 key 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 key 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, reasonably 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. Termination.

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

1. Events of Default. 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 and such failures are not excused in accordance with this 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. Cure Provisions. 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. Termination for Cause by the County. 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. Events of Default. 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. Cure Provisions. 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. Termination for Cause by Contractor. 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 not terminate this Agreement without cause. The County shall be required to pay for Services through the end of the initial Term.

8. Time is of the Essence. 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. Confidential Information and Public Records.

**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](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> 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 no more than once annually upon reasonable prior notice. County shall not have the right to examine or audit (i) information of other customers of Contractor; (b) Contractor's costs of providing the Services or Deliverables or any internal charges, unless Contractor is charging County based on such costs; (c) personal information of Contractor's employees; or (d) Contractor's profit and loss statements.

**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. 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.

**13. 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. Indemnification.** Contractor will indemnify, defend, and hold harmless County and its directors, partners, officers, employees, representatives, and agents (collectively, the "County Indemnitees") from and against any and all "Liabilities" (as hereinafter defined) arising from third party claims asserted against County to the extent such Liabilities result from: (i) the infringement by the Services, Hardware, Deliverables or Software upon any third party's Intellectual Property Right arising under the laws of the United States, Canada or the European Union; (ii) damage to, or loss of, tangible property or personal injury or death resulting from Contractor's negligent performance of Services; (iii) Contractor's breach of Article 9 of this Agreement; (iv) liability for any contributions, taxes, premiums, charges, or assessments with respect to Contractor Personnel. Contractor shall have no obligation under this Section 13. B, and otherwise will have no liability, for any claim of infringement that, by its terms, requires the use or combination of the Services, Hardware, Deliverables or Software with software, hardware, data, or content not licensed or sold by Contractor to County or that is caused, or alleged to be caused, by (i) the presence of any alteration or modification of the Services, Hardware, Deliverables or Software by County or any third party acting on County's behalf; (ii) the County's use of social media in its content; or (iii) County continuing the allegedly

infringing activity after being notified thereof and provided with equivalent modifications that would have avoided the alleged infringement. If the Services, Hardware, Deliverables or Software are found, or in Contractor's reasonable opinion are likely to be found, to infringe on an Intellectual Property Right, in addition to its indemnity obligation, Contractor may within a reasonable time, at its option and sole expense, (a) secure for County the right to continue the use of such infringing item; (b) replace such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing (provided such modification will not adversely affect County's intended or foreseeable use of the item as contemplated hereunder); or (c) if neither of the preceding two options is feasible, accept return of the infringing item from County and refund to County the amount paid to Contractor for such item and discontinue the provision of the infringing Services and refund to County any prepaid fees for the Services for periods after the date of discontinuance. The provisions of this Section 13. B shall constitute County's sole remedies for third party claims of infringement of Intellectual Property Rights. As used herein, "Liabilities" means the costs, including reasonable attorneys' fees, to defend or settle a third party claim, together with all amounts paid or payable with respect to the settlement of, or a judgment on, a third party claim.

- 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.
  
- E. **Limitation of Warranties.** Except for the express warranties contained in this Agreement, Contractor makes no warranties, express or implied, with regard to the Services, Deliverables or Software. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  
- F. **Limitation of Liability.** EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 13, OR FOR A BREACH OF SECTIONS 9 OR 20: (A), NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR THE OTHER PARTY'S LOST PROFITS OR REVENUES, LOSS OF DATA, BUSINESS INTERRUPTION OR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE AGGREGATE LIABILITY OF SUPPLIER SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER DURING THE TERM OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 13 F SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

**14. 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.



**15. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Airport Information Technology 1 – 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) for failure to conform to the requirements of this Agreement by written notice to Stratacache, Inc. 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.

**16. 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.

**17. 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.

**18. 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:

Attn: Mark Sprague  
HR-Airport Administration  
14700 Terminal Blvd  
Clearwater, FL 33762  
msprague@fly2pie.com

For Contractor:

Attn: Kevin McGree  
STRATACACHE, INC.  
40 North Main Street, Suite 2600  
Dayton, OH 45423  
kmcgree@stratacache.com

with a copy to:  
Merry Celeste  
Purchasing Director  
Pinellas County Purchasing Department  
400 South Fort Harrison Avenue  
Clearwater, FL 33756  
[mceleste@co.pinellas.fl.us](mailto:mceleste@co.pinellas.fl.us)

**19. Conflict of Interest.**

- 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.

**20. Right to Ownership.** Contractor retains all intellectual property rights in the software, hardware and Services it provides. This Agreement only gives County limited rights to use or access Contractor's Software and Contractor reserves all other rights. County shall not, and shall not permit any third party to: (i) work around any technical limitations in the Software; (ii) publish the Software for others to copy; (iii) make more copies of the Software than authorized under this Agreement; (iv) sell, lease, rent, redistribute, assign, sublicense, or transfer the Software; (v) decompile, reverse engineer, disassemble or otherwise attempt to derive the source code of the Software; or (vi) offer the use of the Software to third parties as an application service provider, service bureau or remote-hosted service. Unless otherwise provided in the Statement of Work, the intellectual property rights in 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 remain with 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.

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

**22. Severability.** 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. Applicable Law and Venue.** 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. Waiver.** 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. Due Authority.** 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. Force Majeure.** Neither County nor Contractor is liable for any delays or failures in its performance hereunder resulting from circumstances or causes beyond its reasonable control ("Force Majeure"), including, without limitation, acts of God, acts or threatened acts of terrorism, war or other violence, epidemic or pandemic, or any law, order or requirement of any governmental agency or authority (but excluding orders or requirements pertaining to tax liability). In the event of such delay or failure, the other Party does not have any duty to perform related responsibilities, and also has the right to cancel this Agreement on a no-liability basis if the nonperforming party is unable to resume performance within 60 days

**28. 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  
Division Director of Purchasing  
and Risk Management

Stratacache, Inc.

\_\_\_\_\_  
Name of Firm

By: Merry Celeste  
Merry Celeste

By: [Signature]  
Signature  
Kevin McGree  
Print Name

\_\_\_\_\_  
Chief Financial Officer  
Title

Approved as to Form  
By: Keiah Townsend  
Office of the County Attorney  
Office of the County Attorney

APPROVED AS TO FORM

## EXHIBIT A

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**A. SCOPE**

- 54 new Scala L-Series Media Players
- 5-year Warranty on media players – return to Contractor warranty per Contractor’s RMA process
- High-availability core application servers
  - STRATACACHE will own maintain server(s) hardware and software
  - Stratacache will install them on premise at St. Pete Clearwater International Airport (PIE) for improved data security and cost considerations
  - If PIE has virtual servers, the price can be reduced further
- Design, development and installation of all hardware and software
- MUFIDS software per the specification and customer input
- Software maintenance (break fix, software updates and Scala Docs knowledge base)
- Help desk support
- Software Licenses: 1 Scala Content Manager, 1 Scala Designer, 44 Scala PST-01 Player Licenses and 10 Scala PLT-01 Player Licenses.
- **License terms:** Subject to the terms, restrictions and limitations set forth herein, Contractor grants to County a worldwide, perpetual, non-exclusive, non-transferable (except as otherwise permitted herein), non-sublicensable license to use (and to permit its End Users to use) the Object Code version of the Scala Software, including any Third Party Software included therein or therewith, the Object Code developed using Scala APIs, and any graphical, textual, pictorial, audio or visual works or materials incorporated into or delivered with the Scala Software, including the Documentation. Scala Designer Software may be installed and used as a Single Instance in the Operating Environment. Scala Content Manager may be: (i) installed and used as a Single Instance in the Operating Environment; or (ii) separated into modules, with each module installed and used on a separate computer in a server capacity, provided that modules are not duplicated or replicated. Any Media Player that accesses or uses media or plans stored or generated by Content Manager, either directly or indirectly, must have a valid Playback Device Software license. County may internally transfer the Scala Software to a different computer (a “Transferred Installation”), provided that the Scala Software and any copies thereof are permanently uninstalled and/or deleted from the computer from which the Scala Software is transferred. As used herein, “Operating Environment” means a physical computer, virtual machine or logical partition/container and its resident operating system software, taken together as a unit, for the purpose of running Scala Software, and “Single Instance” means that only one copy of a Scala Software product is running (actively executing in any Operating Environment) at a time.

**B. IMPLEMENTATION PLAN****1. Methodology**

STRATACACHE will adhere to the principals of the PMI’s PMBOK guidelines. The Project Manager (PM), Duane Futch, who is a resident of St. Petersburg, FL will be the primary interface between STRATACACHE’s resources and PIE’s Project Manager (PM). He will develop a baseline project management plan and manage its scope, schedule and cost, which inevitably will ebb and flow as the project progresses, with rigorous change control procedures.

## EXHIBIT A

## STATEMENT OF WORK

Further, he will manage in strict accord with the project schedule and marshal communications in close coordination with the PIE PM. He will assure the safety and security of all STRATACACHE resources while onsite and will maintain compliance with all policies related thereto. Most importantly, the STRATACACHE team will champion the highest regard for quality in professionalism and workmanship to ensure that everything we deliver is done in a manner to make the best impression of PIE on its travelers, while providing a cutting-edge multi-user flight information display system that will give the airport flexibility and reliability for years to come.

**2. Work Breakdown Structure**

The following is a baseline approach for project such as that which is described in this RFP. Once selected to negotiate, the STRATACACHE team envisions a process by which the scope of work can be more clearly defined so that an accurate project budget and schedule can be derived and agreed upon. During this process we may be able to value engineer the design to reduce costs or to add capability as a result of cost savings.

**3.Planning Phase**

Upon Contract signature and an approved budget, the STRATCACHE's project manager will produce a baseline project implementation plan based upon the contract and agreed-upon Scope of Work. At a minimum, the plan will include a Scope of Work, detailed Work Breakdown Structure (WBS) and GANTT chart, Project Change Control Plan, Project Stakeholder Register, Status Reporting Plan, Quality Management Plan and a Risk Management Plan.

The first step in the process will involve a Discovery phase which will require several days onsite in coordination with key project stakeholders.

**4.Discovery**

One the baseline project implementation plan is complete, it will be reviewed thoroughly with the PIE stakeholders to assure that all parties are in agreement on the scope, schedule and cost. Any STRATACACHE team personnel, who will be required to be onsite will attend training and apply for badges. At the same time a thorough discovery will be conducted. The objectives of these activities include:

- Conduct a site survey to document details of the existing flight information display system including all display locations as well as media player and head end details.
- Document details about existing and future data integrations with sources such as airlines' local systems, consolidated data providers (OAG, FlightStats, etc), the public address system and others.
- Document telecommunication rooms and existing rack configurations.
- Conduct shareholder interviews with current and future system users including airlines and airport personnel to assess current and future needs in terms of usability, business rules, protocols for alarms, alerts and notifications, and standards for reports.

## EXHIBIT A

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- Observe traffic patterns and discuss known passenger confusion and other choke points in passenger flow.

The result of this phase will be used to produce a System Design Document, hardware submittals, a test plan, a quality assurance plan and other required documentation.

**5. System Design**

During the system design phase, documentation will be produced with frequent submissions, reviews and revisions in close cooperation with the PIE project team. During this phase, regular status reviews and communications will be key to project success. Deliverables may include a final System Design Document, Interface Control Documents for interfaces, Hardware and Software Requirements, Training Plan and a System Transition/Cutover Plan which will guide all ensuing activities. Once these deliverables are approved the creative design phases will commence.

**6. Creative Design and Development**

The Creative Design phase will be marked by one or more, highly interactive design workshops. The workshop(s) will take place onsite and focus on describing capabilities of the digital signage platform and will include an interactive brainstorming exercise, led by a STRATACACHE Creative Director to generate a list of desired outcomes of the display system. The purpose of this workshop will be to set a direction for how the displays will look and feel inside the terminal and what information will be displayed.

With the resulting feedback, STRATACACHE's Creative Services team will set about producing and iterating two to three times, a set of comps for review and approval with focus on a consistent the assurance that PIE's passengers have a consistent and positive brand experience when online or on-premise.

The Creative Services team will also work with operations personnel from the airport, and if appropriate, the airlines to understand the users' business needs. These interviews will inform user experience/user interface (UX/UI) designers who will create intuitive designs for use on tablets, smartphones and Web browsers. Like the screen designs, these designs will be iterative and shared with the team at PIE for review, input and approval before development work is completed.

**7. MUFIDS Application**

STRATACACHE proposes to work closely with PIE to deliver a 100% compliant flight information management application while taking PIE's unique operations into account. As such a phased approach to the rollout of MUFIDS will give the airport beneficial use of the new flight information display system within the first 30-60 days, followed by a systematic release of increasing [capabilities for up to 120 days](#) enabling users to manage the system and flight information via smart phone, tablet and browser.

**8. Hardware and Software Procurement**

Hardware and software procurement will proceed with consideration for lead times so that equipment can arrive on site at or about the same time the network is certified. Due to supply chain challenges, lead times may have schedule impacts.

**EXHIBIT A****STATEMENT OF WORK**

Unless lead times are affected by additional requirements uncovered in the discovery phase the Procurement phase is relatively brief. As part of STRATACACHE's quality assurance efforts, each piece of hardware that is acquired will be unboxed, inspected and will have asset tags affixed to each device and its packaging. Once hardware is received and quality assured, it will be shipped to PIE, where it will be received into inventory and locked up in storage until it is ready for deployment. Once this milestone is achieved, the most significant project phase will be underway.

**9.Configuration**

Configuration will occur once display templates and any other assets are developed and media players onsite. The Scala Solution Engineer, Toby Armour will spend 3-5 days on-site during normal operational hours installing the system core software, establishing data interfaces and setting up media players. It is assumed that configuration and commissioning activities will occur during normal Airport operational hours. For commissioning, STRATACACHE will work closely with the Airport PM to assure the availability of IT staff for assistance with network configurations, troubleshooting, etc.

**10.Installation, Training and Testing**

Installation will be conducted according to the project plan and with resources aligned with local laws and regulations. As each endpoint is brought online, a quality control procedure will be performed to assure proper operation before moving on. All media players and rack equipment will be asset tagged according to the naming convention that PIE approves. Hardware installation will preferably be conducted during overnight, or off-peak hours and will be conducted with the utmost attention to safety and cleanliness.

During the installation phase, training will be conducted for end users, administrators and/or any other personnel with the need to interface with the digital signage system. Training will ideally be instructor-led and in person, however remote training is available as well.

Upon successful completion of installation and training phases, a system acceptance test is typically performed to assure that the functional requirements that were requested and are met. A successful SAT results in sign-off on substantial completion moving the project to the closeout phase.

**11.Closeout**

Once substantial completion has been achieved, a punch list and schedule of items to be corrected will be prepared. PIE will review the list and provide feedback for final acceptance of the system. Final Acceptance is typically granted after a brief endurance test to assure that the system is performing according to its design. Final acceptance requires that all punch list items are complete, all documentation defined in the Project Management Plan is delivered, in addition to Operations and Maintenance Manuals, that all training is complete and all software licenses have been delivered. Once final acceptance is achieved, the Contract will enter the Warranty and Maintenance phase which will consist of five-years hardware warranty (unless an alternate term is chosen), software maintenance and Help Desk Support.

**C. CORE SYSTEM OPERATIONS AND ADMINISTRATION SERVICES**



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Upon required training and system acceptance, the Client is responsible for system administration activities including but not limited to scheduling content, user and role administration, flight information updates (non-automated), flight schedule updates, message creation and management, future user training, and content creation.

**D. SUPPORT SERVICES**

1.1 During the annual period(s) for which the applicable Support Fees have been paid, Contractor will provide to County the support services set forth in this Exhibit A at the applicable level (i.e. Standard Support or Extended Support) as set forth in the Order.

1.2 Contractor shall assist County in diagnosing Errors (or malfunctions or defects in Hardware) reported by County.

1.3 Upon notification of Errors (or malfunctions or defects in Hardware) to Contractor, which notification shall be made by County in writing immediately after discovery of such defects via e-mail or telephone call to support, with all documents that may be useful or requested by Contractor for the diagnosis of such defects enclosed, Contractor shall, using its commercially reasonable efforts, and subject to available personnel, provide technical services to correct such Errors or defects in accordance with the procedures and the response and resolution times set forth in this Exhibit A.

1.4 Contractor shall provide reasonable telephone support to County, and shall provide technical services to attempt to keep the Software (i) in compliance with hardware changes made to County's equipment by the hardware manufacturer, and (ii) compatible with the then current version of the operating system. Technical services and telephone support shall be available depending on the level of support to which the County is entitled as follows: (i) during Office Hours as part of "Standard Support", or (ii) from Monday to Sunday, 24 hours a day, as part of "Extended Support".

1.5 Contractor will support earlier versions of the Software during the twelve (12) months' period following Contractor's notice to County that a minor or major Update or a New Release has been released, after which period of time, if the County has not installed such minor or major Update or New Release, regardless of any reason for such non-installation, Contractor will have no further obligation to support and maintain such earlier version of the Software.

1.6 Contractor shall provide, and County hereby agrees to obtain, the Support Services as set forth in the Product Schedule for the five-year term of this SOW.

1.7 Contractor shall be allowed to subcontract third parties to render its Support Services, in which case any reference to Contractor under this Agreement with respect to such Support Services shall be construed to be a reference to such subcontractor; provided, however, that Contractor shall continue to be liable for the Support Services rendered by such subcontractors as if it rendered such Support Services itself.

1.8 Contractor will be released from its obligations to perform the Support Services (i) if the Software is used on or in connection with hardware or operating systems other than as recommended in the Documentation or advised by Contractor, (ii) if the Software has been modified or complemented without the prior written consent of Contractor, (iii) if any payments due for payment hereunder are

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unpaid, (iv) if and to the extent Contractor is not provided in a timely manner with all reasonable information, documentation, technical assistance and access to equipment and personnel as may be necessary to perform the Support Services. Contractor is not responsible for resolving Outside Issues or defects/problems with hardware, software, networks not provided by Contractor. On-site field work is not included in the Support Services Fee, but is available for an additional charge.

1.9 SUPPORT SERVICE; RESPONSE AND RESOLUTION TIMES. Contractor shall provide County with the Support Services described in this Schedule.

## RESOURCES

Dedicated Technical Support Account Manager

1-800 Technical Support Number

Telephone, e-mail and remote support via VPN.

(a) Escalation Procedures. The following definitions of escalation levels are to be used as guidelines by County and Contractor personnel to define each Party's obligations before any problem or issue will be escalated to the next defined level. The activities identified are the minimum required and, upon the mutual agreement of both Contractor and County, can be supplemented by further actions during the course of the investigation in order to effect a resolution for the issue or problem; however, County reserves the right to escalate any issue to any reasonable level at any time based on the impact to County's business as determined by County at its sole discretion.

- First Level Support – County will provide basic help desk functions to its locations directly ("First Level Support"). Typically, First Level Support will include product information, configuration guidance and assistance, product and problem analysis, fact and information gathering for correction of problems, as well as attempting to duplicate the problem. Contractor shall have no responsibility for any such First Level Support. County agrees to forward relevant technical information and initial problem diagnosis relating to a request for assistance to Contractor.
- Second Level Support – Second Level Support will be provided by Contractor's support center in accordance with Subsection (b) below in the event First Level Support is unable to resolve a problem. Contractor's Second Level Support may include a more detailed diagnosis service for identifying complex problems, assistance on First Level Support issues where inadequate training or when County is unable to resolve First Level Support issues, errors and design faults that cannot be resolved by First Level Support.
- Third Level Support – If a problem cannot be resolved with Second Level Support, Contractor will provide County with a designated Service Manager to provide detailed, in depth product and problem analysis/solutions and use all commercially reasonable efforts to correct problems.
- Fourth Level Support – If a problem cannot be resolved with Third Level Support, Contractor will provide County with full access to Contractor's senior technical consultants for final confirmation and resolution of problem analysis and to formally escalate any unresolved problems to Contractor's senior management and allocate additional resources, taking into account the severity of the failure.

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- Telephone Support. County will receive unlimited seven (7) day 7 a.m. to 7 p.m. (Central Standard Time) telephone, e mail, fax and unlimited 7X24 telephone support on all Severity 1 and 2 (as defined in Subsection (b)) for the purpose of problem identification and corrections and assistance from Contractor for the Software. Response time for initial Contractor return contact and resolution times shall be as set forth in Subsection (c) below.

b. Severity Designations. County, at its sole discretion, agrees to use the following severity levels to determine the severity level of any failure of the Software:

- Severity 1 – Error renders the Software inoperable. The Software cannot be used and no usable work around exists. Resulting situation is critical to the operation of the business.
- Severity 2 – The Software function cannot be used or impacts County operations, but a usable work around exists. Resulting situation has some material and adverse impact on operation of the business, and the work around allows business to continue with restrictions.
- Severity 3 – The Software causes County negligible immediate impact, yet is desirable to resolve the failure because of restrictions to operations or usability issues to County personnel.

c. Resolution Times. Contractor and County agree to the following telephonic response times schedule for errors reported to Contractor utilizing the above severity designations previously defined.

- Severity 1 – For Severity Level 1, Contractor's telephonic response time will be one (1) hour from the receipt of County's initial call with updates every one (1) hour (or upon a significant development). An action plan will be developed generally within one (1) hour after recreation of the error condition. Contractor shall make all reasonable efforts to solve the problem within twenty-four hours.
- Severity 2 – For Severity Level 2, Contractor's telephonic response time will be two hours from the receipt of County's initial call with updates as determined by County (or upon a significant development). An action plan will be developed within five (5) hours after recreation of the error condition. Contractor shall make all reasonable efforts to solve the problem within twenty-four hours.
- Severity 3 – For Severity Level 3, Contractor's telephonic response time will be three (3) hours from the receipt of County's initial call with daily updates. Contractor shall solve the problem within its next Update.

**E. SOFTWARE MAINTENANCE.**

All Updates of the Software made available by Contractor to its licensees shall be supplied to County at no additional cost during the term of the Agreement, and thereafter, so long as County is purchasing Support Services. All New Releases will be made available to County under the same terms that New Releases are made available to Contractor's other licensees. All Updates and New Releases shall be subject to County's acceptance and shall be backward and forward compatible with the Software and each prior Update or New Release. Notwithstanding anything to the contrary herein, County at its sole discretion, may elect whether to install any Update or New Release provided to it by Contractor. Contractor will notify County whenever any Update or New Releases are available for licensing by County, and will make such Update or New Releases available to County prior to, or at the same time as,

## EXHIBIT A

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Contractor makes such Update or New Release available for use by any other County of Contractor. At the time that Contractor notifies County of any Update or New Release, Contractor also will advise County of any modifications to County's operating platforms that are necessary in order to ensure that the Software continues to function as set forth in the Agreement should County, at its sole discretion, elect to install such Update or New Release. Contractor may, in its sole discretion, develop Optional Functionalities and New Releases. County may against payment of applicable fees to Contractor obtain license(s) to use Optional Functionalities and New Releases. In the event County opts to obtain such Optional Functionalities or New Releases, an additional Order shall be executed by the Parties and attached to this Agreement. In the event a repair to a Software problem is being corrected in a New Release and not in an Update, the New Release will be made available to County for no additional fee.

**F.SPECIFICATIONS TABLE**

The list below outlines requirements for the new MUFIDS system as outlined by Airport Administration. Please indicate by placing an "X" in either the YES or NO column to indicate if the system you are quoting meets the requirement that is associated with that line. The following clarifications apply to the answers provided below in the Specifications Table:

Software Functions, Item #1. For the purpose of our "Compliant" indication, STRATACACHE is referring to Scala Enterprise Content Manager and Scala Cloud Designer, two very powerful tools which will allow PIE to manage content and the templates that are deployed. Scala Cloud Designer is only available when the Software as a Service (SaaS) option is selected. Since the base price proposed herein is on- premise, we will make sure that all of the screens can be managed through the Web based CMS user interface per the specifications. Further, the Scala Digital Signage Content Management System (CMS) is capable of displaying advanced HTML5 applications and complex interactive experiences such as touch-enabled passenger surveys or interactive directories. These types of experiences are typically developed in HTML editors or our proprietary Scala Designer (not Cloud Designer) which are more traditional development applications which are installed on a workstation. Scala Designer is also included with this proposal.

Software Functions, Item #2. For the purpose of our "Compliant" indication, we interpret the use of the term "Time-to-gate (inbound aircraft)" to refer to the actual arrival time of the aircraft at the gate. Sometimes "time-to-gate" refers to walking time from check-in to the departure gate. Our system is capable of that as well, but this would require a third-party system to measure the security queue time in order to calculate that estimate.

Software Functions, Item #7 and #14. For the purpose of our "Compliant" indication, STRATACACHE will require the cooperation of IED (PIE's public address system manufacturer). We have included the cost for our development and integration work, but have not included anything required from IED. There are options for how the integration can work, so a more detailed discussion and additional charges may be required.

Software Functions, Item #10. Scala Enterprise CMS is utilized in more than 35 airports around the world. The 10 most recent, including U.S.-based airports include Spokane International Airport (GEG), Southwest Florida International Airport (RSW), T.F. Green Airport (PVD), Lexington Bluegrass International Airport (LEX), Port Seattle International Airport (SEA), Hartsfield-Jackson Atlanta International Airport (ATL), Detroit Metro International Airport (DTW), Sioux Falls Regional Airport (FSD), as well as Bristol International Airport (BRL) and Sydney International Airport (SYD). Not all airports use Scala CMS to display operational flight data, many are digital advertising platforms.

## EXHIBIT A

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Software Functions, Item #12. The tablets (iPads) referenced in this requirement will require wireless access to the CMS server over the Internet. These network security settings are assumed to be managed by PIE Airport IT.

Alerts and Messaging, Item#20. The Scala Enterprise CMS supports both e-mail alerts and text messaging alerts; however, SMS alerts are subject to additional service charges which are not included in the base proposal.

Training and Warranty, Item #31. Training will be accessible via the software, but it will be stored at <https://docs.scala.com> behind a password-protected security along with all of the items in item #30.

SOFTWARE FUNCTIONS:	YES	NO
Core management software/application <b>and</b> template designer, accessible with standard web browsers (such as Google Chrome, Mozilla, Firefox, Safari, Edge, Internet Explorer) and will not require plug-ins or other extensions (such as Adobe Flash or Microsoft Silverlight.) but the entire software is Cloud-based service.	<input checked="" type="checkbox"/>	
Core software needs to be digital cloud-based communication network, where the passenger experience from curbside, to check-in, to the gate is real time. Software must provide flight status, time-to-gate estimations (inbound aircraft), security information (what screening checkpoint to go to), and current weather conditions at their desired destination. Further at a minimum, display easy-to-read schedules of transportation information such as arrival/departure times, gate changes, <u>delays</u> and cancellations.	<input checked="" type="checkbox"/>	
Core system software/application <b>and</b> template designer will always be available on the most current version. Software updates must be backward compatible to all software versions and not break the functionality on any of the system.	<input checked="" type="checkbox"/>	
Have flight schedules update automatically by an external 3rd party subscription data source. (ie: <u>Flightview</u> , OAG)	<input checked="" type="checkbox"/>	
Compatible with off the shelf 32 thru 65 <u>inch</u> already installed display monitors that are remotely configured. These monitors are already equipped with power and network connectivity through a NUC. The displaying images and videos need to be 1920 X 1080 resolution.	<input checked="" type="checkbox"/>	
Core application software will have pre-populated (imputed) schedules that will then be saved so the User will be able to select airline, flight number, destination without manually imputing fields every time the User logs in.	<input checked="" type="checkbox"/>	
Core software must meet Title 6 and ADA compliance with Digital Paging. See links for standard compliance: <a href="https://www.ada.gov/2010_regs.htm">https://www.ada.gov/2010_regs.htm</a> <a href="https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/non_di_sc_pr/">https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/non_di_sc_pr/</a>	<input checked="" type="checkbox"/>	
All TCP/IP based access control system cabling shall be Category-6 installed in accordance with requirements of Standard Technical Specification, Section 27 10 00.	<input checked="" type="checkbox"/>	
Core software able to display data in multiple languages with a minimum of English, German, Spanish, French & Portuguese.	<input checked="" type="checkbox"/>	

## EXHIBIT A

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Software will be in a minimum of 3 US Airports with a US Based Technical Team. Provide a registry of airports have this system in operation. These airports must have scheduled air carrier Part 121 service.	<input checked="" type="checkbox"/>	
Provide a link to be placed on PIE Website that will display Arrivals and Departures for that particular day or in a segmented block of hours. For instance, shows flights for the next 24 hours.	<input checked="" type="checkbox"/>	
User interface is able to appear on Mobile Tablets through an iOS system. (Chrome).	<input checked="" type="checkbox"/>	
RSS Weather Feed that is either free or 3rd party subscription cost.	<input checked="" type="checkbox"/>	
Core software application must integrate with the IED GLOBALCOM PA System.	<input checked="" type="checkbox"/>	
Core software will do emergency announcements, canned messages or ability to input messages. These messages will be repeated in intervals of time.	<input checked="" type="checkbox"/>	
Ability to upload pictures and videos. Must support standard photo and video file formats. (Image Formats: .jpg, .jpeg, .png ) (Video Formats: MP4, .AVI, .WMV)	<input checked="" type="checkbox"/>	
A photo editor allowing Administrator to upload, modify and change digital uploaded photos. At a minimum, ability to resize, add text, change a color, and save to a .jpg format.	<input checked="" type="checkbox"/>	
Ability to take multiple monitors and place an image or play a movie as if it is one big screen. These will eventually be for back of ticket counters and big space on walls. For example, 6 monitors clustered together but looks like one big screen.	<input checked="" type="checkbox"/>	
<b>FUNCTIONAL CAPABILITIES FOR ADMINISTRATORS / USERS:</b>	<b>YES</b>	<b>NO</b>
Ability to have a minimum of 5 Administrators with at least one primary Administrator with all permissions and the other 4 with selected permissions. These non-primary Administrators would have more function permissions than just a user with selected permissions. For example, Allegiant Station Manager will have ability to add/delete flights where a gate agent will have drop down features for a particular flight.	<input checked="" type="checkbox"/>	
Administrators have Interactive display engines and dashboards. This will include alerting capability for abnormalities or when software is offline via an e-mail AND text messaging.	<input checked="" type="checkbox"/>	
Diagnostic tools for active system monitoring and primary Administrator having ability to 24/7 remote support from anywhere within the United States.	<input checked="" type="checkbox"/>	
Administrators have permission to add unlimited Users within the software platform with select permissions. (For Example, Allegiant gate agent to only have capability to see that airlines flight information and place it up on the monitor, able to change screens to boarding, zones, etc.).	<input checked="" type="checkbox"/>	

## EXHIBIT A

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Administrators have software permissions to display different flights/airlines to any particular monitor. For instance, have segmented monitors in the airport which the Administrator can select a particular monitor or cluster monitors in a particular area of the airport to display a particular display output (FIDS, BIDS, Advertisement, Digital Paging, Static Display, etc.)	<input checked="" type="checkbox"/>	
Allow the Administrator(s) ability to change flight data on an active flight when information from the external data source is incorrect or needs to be changed.	<input checked="" type="checkbox"/>	
Allow Users to manually log into the core system, select their airline, input flight information (flight number and destination), select boarding status (pre-board, premium passengers, passengers needing assistance, zone 1-6), enter baggage claim letter/number at either the ticket counters, gate counters and Baggage Claim Office. (These input fields should be user friendly, easily acceptable within the software with these input fields self-explanatory. This is to be used if pre-populated information isn't available in a drop-down selectable menu, such as nonscheduled flights, diversions, and charters.)	<input checked="" type="checkbox"/>	
Users can upload notes for each flight such as wheelchair requests, delayed reasoning, change of aircraft/gate.	<input checked="" type="checkbox"/>	
Primary Administrator will have full function to easily expand necessary configuration changes such as adding in monitors, gates, ticket count locations, etc.)	<input checked="" type="checkbox"/>	
Administrator can customize and modify visual templates used on displays through the template tool. The aesthetics will have a minimum of 3 default themes and upload custom themes. At a minimum, ability to change Font, Color, Text Size, Number of Flights displayed, and background image and color.	<input checked="" type="checkbox"/>	
Ongoing maintenance and 24/7 technical support of the product, including software updates and system troubleshooting.	<input checked="" type="checkbox"/>	
<b>TRAINING AND WARRANTY:</b>	<b>YES</b>	<b>NO</b>
Software and platform will include comprehensive online documentations including but not limited to manuals, update release notes, training, video tutorials, and will be secure with password protected.	<input checked="" type="checkbox"/>	
User friendly training software built into the software available 24/7.	<input checked="" type="checkbox"/>	
Vendor will be responsible for the initial configuration and installation of vendor-supplied hardware and software and train Administrators and selected Users of the system. This training can be virtual.	<input checked="" type="checkbox"/>	
Provide a detailed breakdown of software and vendor-supplied hardware components that detail warranty items and for how long.	<input checked="" type="checkbox"/>	
Provide a support contract that includes a description of services offered, such as hosting, maintenance, technical support, and data feed(s).	<input checked="" type="checkbox"/>	
<b>MUST HAVE ABILITY FOR FUTURE ADD-ON:</b>	<b>YES</b>	<b>NO</b>
Ability to broadcast RSS News Feed on monitors with 3rd party subscription costs. <b>Do not include cost into this ITQ. This will be an added feature at a later time.</b>	<input checked="" type="checkbox"/>	



## 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](mailto: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, Division Departments and Constitutional offices of **COUNTY** and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas COUNTY.

(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.



## EXHIBIT B

## INSURANCE REQUIREMENTS

(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 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 Contractor, 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) 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 (AxB)
1	Installation	1	\$33,150	\$33,151
2	Lump Sum Cloud Based Core Management Software/Application	5	\$7,991	\$39,955
3	Warranty	5	\$0	\$0
4	United States Based 24/7 Support	5	\$6,480	\$32,400
5	Annual Unlimited Licenses	5	\$13,492	\$67,460
<b>TOTAL LUMP SUM PRICE – 5 YEARS:</b>				<b>\$172,966</b>

REPLACE TABLE ABOVE WITH THE FOLLOWING TABLE

Item No.	Description	Years (A)	Unit Price	Extended Total
1	Materials	1	\$47,670.00	\$47,670
2	Design and Installation	1	\$33,150.00	\$33,150
3	Hosting	5	\$10,827.60	\$54,138
4	Warranty, Maintenance and Support	5	\$9,502.00	\$38,008
<b>TOTAL LUMP SUM PRICE – 5 YEARS</b>				<b>\$172,966</b>

## 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

<b>Remit To</b>	Billing address to which you are requesting payment be sent
<b>Invoice Date</b>	Creation date of the invoice
<b>Invoice Number</b>	Company tracking number
<b>Shipping Address</b>	Address where goods and/or services were delivered
<b>Ordering Department</b>	Name of ordering department, including name and phone number of contact person
<b>PO Number</b>	Standard purchase order number
<b>Ship Date</b>	Date the goods/services were sent/provided
<b>Quantity</b>	Quantity of goods or services billed
<b>Description</b>	Description of services or goods delivered
<b>Unit Price</b>	Unit price for the quantity of goods/services delivered
<b>Line Total</b>	Amount due by line item
<b>Invoice Total</b>	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](http://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.

## Meador, Kim

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**From:** Mark Mayfield <mmayfield@stratacache.com>  
**Sent:** Monday, July 19, 2021 11:01 AM  
**To:** Sprague, Mark E  
**Cc:** Meador, Kim  
**Subject:** PIE Response

**CAUTION:** *This message has originated from outside of the organization. Do not click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe.*

Mark:

It was nice talking to you and the team on Friday. We are looking forward to working on this project with you. Sorry again for the disconnection. As I mentioned my power went out for about a minute but it took my router a bit to boot back up, so when I returned the meeting had concluded. I did talk to Jeff who filled me in on the rest of the conversation.

Anyway, I wanted to provide you some clarity on why I proposed the new categories for the pricing form. The primary reasons were to more accurately reflect our pricing model and the fact that we proposed new hardware. Many times, when airports provide categories in an effort to be able to “compare apples to apples”, it actually makes it more difficult because what winds up happening is that vendors just put dollar amounts, that don’t have a legitimate category, such as third-party real-time flight data services. Another example is warranty. We did include warranty for five years on the hardware we are providing (also, not category for hardware) but it is not paid for on an annualized basis; rather it is purchased upfront. So, putting it into the warranty category with a per year unit price was not an option.

So, in essence, it was done to make it easier for you to understand our pricing, but I understand that it may have creating a separate procurement issue, which was not my intent. The new categories do result in a year 1 increase of \$19,707.00 but a subsequent reduction of \$4,926.50 per year for the following four years if PIE chooses annual invoicing.

Just to clarify, the details by my categories are as follows:

### **Materials** – One-time charges

- Scala Content Management Server – Perpetual license
- Scala Designer – Perpetual License
- Scala S-Player (Middleware computer)
- Scala L-Player Bundle (hardware and PLT software bundle) – these are the ticket counter media players
- Scala L-Player Bundle (hardware and PST software bundle) – these are the media players for all other displays)
- 4-year extended hardware warranty for media player
- Cables for media players

### **Design and Installation** – One-time charges

- Project Management
- Screen Design and programming
- Media player configuration and installation

- Training
- Travel

**Hosting**– Recurring charges

- Application hosting fee (on STRATACACHE-owned servers)
- FlightView real-time data service

**Maintenance and Support**

- Recurring annual software maintenance (includes all software updates) for:
  - Scala Content Management Server (beginning year 2)
  - Scala Designer (beginning year 2)
  - Scala L-Player Bundles (Both PLT and PST software bundle)
  - Help Desk Support

Let me know if you'd like to discuss in more detail.

Mark

**Mark Mayfield**

*Vice President-Transportation Division*

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