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JEFF MULDER, A.A.E.
EXECUTIVE DIRECTOR

January 24, 2019

RICHARD Wm. WESCH
PORT AUTHORITY ATTORNEY

Justin Jimenez, Vice President
United Data Technologies, Inc.
2900 Monarch Lakes Boulevard
Suite 300
Miramar, FL 33027

BOARD OF
PORT COMMISSIONERS

BRIAN HAMMAN

Subject: Unified Communications System Service Provider Agreement

LARRY KIKER

Dear Mr. Jimenez:

FRANK MANN

On January 17, 2019, the Lee County Board of Port Commissioners approved a Unified Communications System Service Provider Agreement between United Data Technologies, Inc. and the Lee County Port Authority.

JOHN E. MANNING

CECIL L. PENDERGRASS

Enclosed, please find one fully executed original for your records. Should you have any questions, do not hesitate to call.

Sincerely,

LEE COUNTY PORT AUTHORITY

Victoria B. Moreland
Communications and Marketing Department Director

VBM/daa
Enclosure
Delivery by FedEx

cc: Gregory Hagen, Chief Assistant Port Attorney
Ben Siegel, Administration
Phillip Murray, Information Technology

Contract Number 8269
Vendor Number 416718

LEE COUNTY PORT AUTHORITY
UNIFIED COMMUNICATIONS SYSTEM
SERVICE PROVIDER AGREEMENT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
RFP # 18-28

THIS AGREEMENT is entered this 17 day of January, 2018⁹ between the **LEE COUNTY PORT AUTHORITY**, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **UNITED DATA TECHNOLOGIES, INC.**, a Florida corporation, ("PROVIDER"), at 2900 Monarch Lakes Blvd., Ste. 300, Miramar, FL 33027, Federal Identification Number 65-0566138.

WITNESSETH

WHEREAS, the Authority desires to obtain services from Provider to furnish/provision, install, test and maintain a unified communications system as described below for the Southwest Florida International Airport and Page Field General Aviation Airport in Fort Myers, Florida, (the "Project"); and,

WHEREAS, the Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided by the Provider under this Agreement; and,

WHEREAS, Provider has reviewed the services required under this Agreement and has submitted a Proposal to provide the requested services, and states that it is qualified, willing and able to provide and perform all such services and provide any goods required to complete the Project according to the provisions, conditions and terms below, and in accord with all governing federal, state and local laws and regulations; and,

WHEREAS, the Provider has been selected to provide the services described below as the result of a competitive selection process by Authority that complies with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved and put into effect by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions as contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

The recitals as set forth above are true and correct and are incorporated into the terms of this Agreement as if set out below at length.

2.0 DEFINITIONS

2.1 AUTHORITY shall mean the Lee County Port Authority and its governing Board of Port Authority Commissioners.

2.2 PROVIDER shall mean the individual, firm or entity offering services that it shall be legally obligated, responsible, and liable for providing and performing and any and all of the services, work and materials, including services and/or the work of sub-contractors, required under this Agreement.

2.3 BASIC SERVICES shall mean all services, work, materials and all related professional, technical and administrative activities that are necessary to perform and complete the services required by the Scope of Services of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the Authority may request from Provider and authorize, in writing, which are not included in the Scope of Services.

2.5 SUPPLEMENTAL AGREEMENT shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the Authority.

3.0 SCOPE OF SERVICES

3.1 PROJECT SERVICES: Provider hereby agrees to perform the services set forth in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement.

3.2 MONITORING AND MANAGEMENT: In addition to the services outlined in the Scope of Services, Provider will furnish Verified Communication Monitoring and Management Services as outlined in Exhibit "F" attached and incorporated herein.

4.0 REQUEST FOR PROPOSALS AND PROVIDER'S PROPOSAL- INCORPORATION BY REFERENCE

The terms of the Request for Proposals, as amended by the Addenda to the RFP numbered 1 through 7, and Provider's Proposal received in response, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of this Agreement and the Request for Proposals, as amended by Addenda Nos. 1 through 7, (collectively referred to below as the "Request

for Proposals” or “RFP”); or between this Agreement and Provider’s Proposal; then the terms of this Agreement will control. The Parties acknowledge that the Authority has relied on Provider’s representations and the information contained in Provider’s Proposal in evaluating the proposals received in response to this solicitation, and those representations and this information has resulted in the selection of Provider to provide goods or perform services under this Agreement.

5.0 SUBSTITUTIONS

The Request for Proposals, and Provider’s Proposal, contain an extensive list of equipment, components and software required to complete the Project. The parties acknowledge that ongoing changes in vendor offerings, component capabilities and software upgrades may have rendered some of the specific listings in the RFP and the Proposal obsolete or unavailable.

Provider may therefore propose an alternative to any equipment, component or software program specified in the RFP or the Proposal, if that alternative meets or exceeds the technical requirements of the original item, is comparable in price, and the substitution is approved by Authority in writing and in advance.

6.0 TERM

The term of this Agreement shall be for three (3) years commencing on the date first written above. The Authority will have the option to extend the term of this Agreement for up to two (2) additional three-year terms, dating from the expiration date of the initial term, and any extended term, for a total term that does not exceed nine (9) years. Any extension shall be on the same terms and conditions as the initial term. Any such extension shall be executed with the same formality as the original Agreement and is subject to approval by the Board of Port Commissioners. If Authority decides to

exercise either option to extend the term of this Agreement, it must notify the Provider no later than ninety (90) days before the expiration date of the initial term or any extended term.

7.0 OBLIGATIONS OF THE PROVIDER

The obligations of the Provider with respect to all the Basic Services and any Additional Services authorized under this Agreement shall include, but are not limited to the following:

7.1 LICENSES

The Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider under this Agreement.

7.2 PERSONNEL

- (1) Qualified Personnel - The Provider agrees that when the services to be provided and performed relate to (a) professional service(s) which, under Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all services to be provided under this Agreement.

Services performed under this Agreement shall be performed by Provider's own staff, unless agreed in advance by the Authority.

- (2) Project Manager - Provider agrees to employ and designate a qualified, licensed professional to serve as Provider's project

manager ("Project Manager") for this Agreement. Provider shall designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. Provider's Project Manager designation shall be executed by the proper officers of Provider, and shall acknowledge that the Project Manager shall have full authority to bind and obligate Provider on all matters arising out of or relating to this Agreement. The Project Manager shall be specifically authorized and responsible to act on behalf of Provider with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. Provider agrees that the Project Manager shall devote whatever time is required to satisfactorily manage all services provided by Provider under this Agreement. Provider further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority. Provider further agrees to promptly remove and replace the Project Manager, or any other personnel employed or retained by Provider, or any subcontractor or any personnel of any such subcontractor engaged by Provider to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

7.3 STANDARDS OF SERVICE

The Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice and in

accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

7.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) Responsibility to Correct - The Provider agrees to be responsible for the quality, technical adequacy and accuracy, timely completion, and the coordination of all services, work and materials performed, provided, and/or furnished by Provider. The Provider shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Provider or any persons employed by Provider or performing services at Provider's direction under this Agreement.
- (2) Authority's Approval Shall Not Relieve Provider of Responsibility - Neither review, approval, nor acceptance by Authority of any services, work or materials furnished hereunder by the Provider, shall in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the Provider's services, work and materials shall be construed to operate as a waiver of any of the Authority's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

7.5 ADDITIONAL SERVICES

If Authority requests the Provider to provide and perform services under this Agreement that are not set forth in Exhibit "A", the Provider agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement. Such additional services shall constitute a continuation of the services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms and provisions as set forth in this Agreement and any Amendment(s) to this Agreement. Additional services shall be administered and executed as Supplemental Task Authorizations under the Agreement. The Provider shall not provide or perform, nor shall the Authority incur or accept any obligation to compensate the Provider for any additional services, unless a written Supplemental Task Authorization has been executed by the parties. Each Supplemental Task Authorization shall set forth a description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the additional services.

8.0 AUTHORITY'S RESPONSIBILITIES

Authority shall:

8.1 Designate in writing a project manager to act as Authority's representative with respect to the issuance of Task Authorizations for services rendered under this Agreement ("Project Manager"). The Project Manager shall have exclusive authority to execute Task Authorizations, and any modifications or changes to Provider's (1) Scope of Work; (2) time of commencement or delivery; or (3) compensation related to services required under any Task Authorization. The Project Manager shall have authority to transmit instructions, receive information, and to interpret and define Authority's policies and decisions with respect to Provider's services under this Agreement. The Project

Manager shall review and make appropriate recommendations on all requests submitted by Provider for payment for services.

8.2 The Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Provider that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Work provided and performed by Provider hereunder; (2) the time Provider is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Provider.

8.3 Provide all criteria and information requested by Provider as to Authority's requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations.

8.4 Upon request from Provider, make available to Provider all available information in Authority's possession pertinent to any Task Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.

8.5 Arrange access, in accord with Authority's security regulations, for Provider to enter any project site to perform services. Provider acknowledges that Authority may provide such access during times that are not the Provider's normal business hours.

8.6 Notify Provider of any defects or deficiencies in services rendered by Provider.

9.0 COMPENSATION AND METHOD OF PAYMENT

9.1 BASIC SERVICES

Authority will pay Provider for all requested and authorized basic services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the compensation schedule set forth in Exhibit "B" Compensation Schedule, which is attached hereto and made a part of this Agreement.

9.2 ADDITIONAL SERVICES

The Authority shall pay the Provider for all additional services, that have been requested and authorized by the Authority and agreed to in writing by both parties to this Agreement, and are completed according to the terms of compensation and payment of said additional services based on the compensation schedule set forth in Exhibit "B."

9.3 METHOD OF PAYMENT

(1) LUMP SUM

Upon Authority's acceptance of Provider's work on any Task, Authority will pay Provider a lump sum as specified in Exhibit "B". Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Provider as may be required and/or necessary to complete each and every task set forth in the Scope of Services.

(2) MILESTONE PAYMENTS

The Provider may submit not more than one invoice to the Authority for each of the milestones achieved as listed in Exhibit "B". Each milestone invoice must be formatted as required by Authority and should be submitted to the Authority's Finance Department. Invoices must include an itemized description of the specific milestone achieved. Verification that the goods and services provided have been accepted by the Authority shall be documented using the Milestone Completion Acceptance form attached hereto as Exhibit "E" and incorporated herein.

(3) RECURRING COST MONTHLY STATEMENTS

The Provider shall be entitled to submit not more than one invoice for recurring costs to the Authority for each calendar month. The monthly recurring cost invoice shall cover services rendered and completed during the preceding calendar month. The Provider shall submit its invoices to the Authority's Finance Department. The Provider's invoice(s) shall provide sufficient detail to identify and subtotal the costs listed in Exhibit "B" and must be itemized to correspond to the basis of compensation as set forth in this Agreement, or any Amendment or Supplemental Agreement. Invoices shall include an itemized description of the project, the

amount of time expended, and a description of the goods and services provided. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.

(4) RETAINAGE

Upon receipt of an acceptable invoice, Authority shall make payment to the Provider (which shall provide for all applicable retentions, including but not limited to retainage as provided in Exhibit "B"), pursuant to Florida Statutes. Payment by the Authority shall not constitute approval or acceptance of any item of cost in the invoice. No partial payment made hereunder shall be construed to be final acceptance or approval of that portion of the Services to which such partial payment relates or relieve the Provider of any of its obligations hereunder.

(5) PAYMENT SCHEDULE

The Authority shall issue payment to the Provider within forty-five (45) calendar days after receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within forty-five (45) days of receipt of the invoice. If such objection or exception remains unresolved at the end of the forty-five (45) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute.

Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

9.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE AUTHORITY

In the event of termination of this Agreement for the convenience of the Authority, the Authority shall compensate the Provider for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Provider in effecting the termination of services and work, and incurred by the submittal to the Authority of any project documents.

9.5 PAYMENT WHEN SERVICES ARE SUSPENDED

If the Authority suspends the Provider's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Provider for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.

9.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES

If the services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Amendment(s) and/or Supplemental Agreement(s); the Provider shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

10.0 PROJECT SCHEDULE

10.1. Provider shall commence work under this Agreement upon the date of execution of this Agreement, as shown on the date first written above. All services shall be performed and completed in accordance with the Project Schedule attached hereto and made a part hereof as Exhibit "C".

10.2. Should Provider be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Provider, and not due to its own fault or neglect, including but not restricted to: Acts of God or of public enemies, acts of government or of Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Provider shall notify Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Provider may have had to request a time extension.

10.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Provider's services from any cause whatsoever, including those for which Authority may be responsible in whole or in part, shall relieve Provider of its duty to perform services or give rise to any right to damages or additional compensation from Authority. Provider's sole remedy against Authority will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

10.0 PAYMENT AND PERFORMANCE GUARANTIES

Within fifteen (15) calendar days of the date of this Agreement, Provider must furnish an acceptable performance guaranty, payable to the Lee County Port Authority Board of Port Commissioners, in an amount equal to one hundred percent (100%) of the

total contract amount. The performance guaranty must fully comply with the requirements of Section 255.05, Florida Statutes and may take the form of the Performance Bond set out in Exhibit "G", attached and incorporated herein. The performance guaranty assures that the Provider will promptly commence, pursue and complete the required services in accordance with the terms of this Agreement.

In addition, Provider shall furnish a payment guaranty, which may take the form set out in Exhibit "G", payable to the Lee County Port Authority Board of Port Commissioners, in the amount of \$100,000. The payment guaranty assures that the Provider will promptly pay all bills for materials and labor used to complete the Project.

All bonds must be provided from a surety licensed to do business in the State of Florida and maintaining an A.M. Best Company Rating not less than A, XV.

11.0 INDEMNIFICATION

11.1. Provider shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective commissioners, officers, agents, and anyone employed directly or indirectly by either of them, from and against all claims, injuries, liabilities, damages, demands, losses, costs or actions, either at law or in equity, including, but not limited to, court costs and reasonable attorneys' fees, that may be made or brought hereafter by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, to the extent caused by the negligence, recklessness, wrongful conduct or intentional act or omission or based on any action of fraud or defalcation of Provider, or other persons employed or utilized by Provider in the performance of this Agreement.

If this indemnity provision is deemed void under Florida law, then the Provider shall indemnify and hold harmless Lee County, the Lee County Port Authority and their

respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them from liabilities, damages, losses or costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Provider or persons employed or utilized by the Provider in the performance of the services under this Agreement.

Further, Provider's patent and copyright infringement and trade secret indemnity and hold harmless obligations, as set out in Request for Proposals 18-28, are specifically incorporated by reference as if set forth in full herein.

11.2. With respect to and in consideration for the indemnifications provided by Provider in paragraph 11.1 above, Authority agrees to pay to Provider ten percent (10%) of the total compensation paid to Provider under this Agreement, the sufficiency and receipt of which is hereby acknowledged.

12.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

13.0 PUBLIC RECORDS

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) **Building Plans** - Provider further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

(3) **Airport Security Systems** - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and any information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans;

emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

14.0 AIRPORT SECURITY REQUIREMENTS

Provider acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. Provider may need access to these secure areas to complete the work required by this Agreement.

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

Provider further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airport's Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall surrender any Airport Security Identification Badge held by the Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, the Provider shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the Provider or deducted from any money owing to the Provider, at the Authority's discretion.

15.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder, without the prior written consent of Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider in connection with the Provider's performance of services and work under the requirements of this Agreement.

16.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and Provider, its employees, agents, subcontractors or assigns, during or after the performance of this Agreement.

17.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its D.B.E. program or the requirements of 49 CFR Part 26.

18.0 F.A.A. DISADVANTAGED BUSINESS ENTERPRISE (D.B.E. CLAUSE)

The Provider or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate.

19.0 INSURANCE

During the term of this Agreement, Consultant shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Consultant further agrees to provide Authority's Risk Manager with advance written notice of the cancellation or non-renewal of any required insurance coverage and to obtain replacement coverage as soon as possible. All insurance shall be from responsible

companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Promptly after execution of this Agreement by both parties, the Consultant must obtain insurance coverages and limits required as set out below and evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Authority's Risk Manager. The Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers who are duly licensed, or authorized to do business with the State of Florida, and with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

All policies of insurance shall contain provisions that advance written notice shall be given to Authority of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All of Consultant's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include waiver of subrogation in favor of Authority.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of Provider's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

19.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 19.2.1 through 19.2.5, inclusive below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the services of Provider under this Agreement and shall contain the severability of interests provisions.

19.2. COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority's access to additional coverage if more coverage is available. All amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

19.2.1. Professional Liability Insurance - Provider shall maintain professional liability insurance insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than \$1,000,000 each claim and \$1,000,000 annual aggregate. Provider must continue this coverage for a period of not less than five (5) years after completion of its services to Authority. Provider shall promptly submit a Certificate of Insurance providing for an unqualified written notice to Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the professional liability insurance is written on a claims-made basis, Provider warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

19.2.2. Commercial General Liability Insurance Provider shall maintain commercial general liability insurance. Coverage shall include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Broad Form Contractual Liability. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance by Authority. Limits of coverage shall not be less than the following:

Each Occurrence Personal and Advertising Injury	\$1,000,000
Products - Completed Operations Aggregate	\$1,000,000
Specific Project Aggregate Limits	Same As Above

If any work is to be performed Airside, Provider must furnish a minimum of \$5,000,000 in liability coverage. If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any Task under this Agreement

and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

19.2.3. Automobile Liability Insurance shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$1,000,000 Combined Single Limit

19.2.4. Worker's Compensation and Employers Liability Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Worker's Compensation Employer's Liability	Florida Statutory Requirements
Each Accident	\$1,000,000
Disease Each Employee	\$1,000,000

19.2.5. Provider must use Authority's Certificate of Insurance or a similar form acceptable to Authority's Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. If any insurance provided under this Agreement expires prior to the completion of the Work, renewal Certificates of Insurance on an acceptable form must be furnished to Authority's

Risk Manager at least fifteen (15) days prior to the date of expiration. Copies of the renewal policies shall also be furnished to the Risk Manager if requested by Authority.

19.2.6. If Provider does not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

20.0 DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

21.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.

- D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

22.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as layouts and copy in draft or final form, photographs, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

23.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a

minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The Authority and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Authority deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider and at the expense of the Authority.

24.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise with, or any rights in favor of, any third party.

25.0 APPLICABLE LAW

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

26.0 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

27.0 LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

28.0 COVENANTS AGAINST DISCRIMINATION

28.1 DBE Policy. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this

Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

28.2 Prompt Payment Requirements. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

28.3 Incorporation of Provisions. Provider shall include the provisions of paragraphs 28.1 through 28.2 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including

sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

29.0 NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

30.0 GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed,

color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

31.0 TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

31.1 **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

31.2 **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

31.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or

negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

31.4 **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

31.5 **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

31.6 **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

32.0 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented

- by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

33.0 ASSIGNMENT OF CONTRACT

The Provider may not make any assignments of their obligations resulting from this RFP without the prior written consent of the Authority.

34.0 NON-EXCLUSIVITY OF CONTRACT

The Provider understands and agrees that any resulting contractual relationship is non-exclusive and the Authority reserves the right to see similar or identical services elsewhere if deemed in the best interest of the Authority.

35.0 PUBLIC ENTITY CRIMES

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Provider certifies, by submission of the statement attached as Form 5, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

36.0 E-VERIFY

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement.

Once enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

36.1. All persons employed by Provider during the term of this Agreement

36.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

37.0 HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits and Attachments.

38.0 NOTICES AND ADDRESS

38.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director

UNITED DATA TECHNOLOGIES, INC.
2900 Monarch Lakes Blvd., Ste. 300
Miramar, FL 33027
Attention: Legal Affairs

38.2 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

39.0 TERMINATION OR SUSPENSION

39.1. Provider shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Provider, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so

terminate this Agreement, in whole or in part, by giving Provider seven (7) calendar days written notice.

39.2. If, after notice of termination of this Agreement, it is determined for any reason that Provider was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Provider provided herein, then Provider's remedies against Authority shall be the same as and limited to those afforded Provider under paragraph 39.3. below.

39.3. Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to Provider. In the event of such termination for convenience, Provider's recovery against Authority shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Provider that are directly attributable to the termination, but Provider shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

39.4. Upon termination, Provider shall deliver to Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

39.5. Authority shall have the power to suspend all or any portions of the services to be provided by Provider hereunder upon giving Provider two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Provider's sole and exclusive remedy shall be an extension of time to its schedule.

40.0 TERMINATION UNDER SECTION 287.135, F.S.

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Consultant is found to have submitted a false certification under Section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Cuba or Syria; or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

41.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

42.0 ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

43.0 CHANGE AUTHORIZATION AND AMENDMENTS

Changes to the Scope of Services shall be governed by the procedure set out in Exhibit "D" attached and incorporated herein.

The remaining terms and provisions contained in this Agreement may be amended, in writing, by the Agreement of both parties. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment(s),

the requirements, provisions and/or terms of the latest executed Amendment(s) shall take precedence.

44.0 SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstances is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not have been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

45.0 ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

By: Chris Lee
Deputy Clerk

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: Brian Hannon
Chair or Vice Chair



Approved as to Form for the Reliance
of the Lee County Port Authority Only:

By: Gregory A. Payne
Port Authority Attorney's Office

Signed, Sealed and Delivered

UNITED DATA TECHNOLOGIES, INC.

in the presence of:

Cinthya Beato, Cinthya Beato
Witness

[Signature]
Signature

Josephine Moss
Witness

By: Fernando Fernandez
Printed Name

SEAL

CFO
Title

Notary: [Signature]



EXHIBIT "A"

SCOPE OF SERVICES

OVERVIEW

The Lee County Port Authority Voice System project includes but is not limited to the following services:

- (1) Project management and coordination
- (2) Final Design
- (3) Outside Plant Implementation
- (4) Providing system equipment and software
- (5) System installation, configuration, interface, and integration
- (6) SIP trunk provisioning
- (7) System acceptance testing
- (8) System cutover
- (9) System training, documentation and knowledge transfer
- (10) Removal of the existing PBXs and station equipment
- (11) System operation warranty and maintenance (see requirements below).

Provider shall submit the necessary documents required for planning, ordering, integrating, installing, testing, and operational cut over of the LAN and Voice System. Documents shall include, but are not limited to the following:

- (1) Project management and quality assurance plans
- (2) Testing plans
- (3) Component and system submittal documents
- (4) Installation plans
- (5) Cutover Plans
- (6) System user documentation
- (7) As-built drawings and documentation
- (8) Training materials.

The required services under this Agreement are defined in the Request for Proposal and Provider's Proposal dated June 13, 2018 in that order of precedence. The following modifications to the Scope of Services are hereby incorporated based on Provider's proposal response and on statements made by Provider at the publically noticed Airport Special Management Committee meeting during oral presentations held on September 18, 2018.

1. The cost of the outside plant work will be competitively subcontracted by Provider, subject to the approval of the Authority, and passed through by Provider to the Authority at a cost not to exceed \$375,000.00 with no markup, in

accordance with statements made by Provider at the Airport Special Management Committee meeting of September 18, 2018. The scope of the work is identified in Milestone 2a and the attached drawing. Once the work has been fully performed to the satisfaction of Provider, the Authority will reimburse Provider upon receipt of an invoice requesting such reimbursement which shall include a copy of the invoice presented to Provider by its subcontractor responsible for performing the work.

2. Provider has proposed a more powerful processor than required in section 1.4.9 of the RFP and the alternate processor is acceptable to the Authority.
3. Provider has deleted exception #2 on page 81 of their proposal and agreed to fully implement the Common Use Integration as described in section 1.6.9.1 of the RFP as stated at ASMC meeting on September 18, 2018.
4. Provider has stated that it does not have a native method to display CCTV cameras in accordance with section 1.6.9.4 of the RFP and the Authority agrees to delete that requirement. Both parties agree to make a best effort to include this capability in the design and any additional costs (labor, hardware, software, etc.) to achieve that objective would be incorporated into a subsequent change order.
5. Provider acknowledges that the table shown in Section 1.4.5 of the RFP provides estimated quantities only. During regular progress meetings, the actual quantities will be determined. Actual quantities shall be reflected in a revised and final Bill of Material (BOM) that will be provided to the Authority by Provider in accordance with this Agreement.
6. The Authority will indicate on the final Bill of Material (BOM) any fixed assets with a value at or in excess of \$1000 and will provide asset tags to Provider to install on the assets determined by the Authority to be fixed assets. Upon installation of the asset tag, Provider shall photograph and record each tagged item, then provide the completed listing of same to the Authority.
7. UDT shall notify surety in the event of a reduction in the percentage of retainage withheld, or in the event of an increase or decrease in compensation

EXHIBIT "B"
COMPENSATION SCHEDULE

PART 1: PROJECT COMPENSATION - The following table represents the firm fixed price payment schedule per milestone for the one-time costs under this Agreement.

Milestone	Title	Cost Type	Professional Services Price	Other Price	Total Price
1	Kickoff/ Planning Prep.	Proposed Cost	\$40,138.00	\$0.00	\$40,138.00
		Retainage Held	-\$6,020.70	\$0.00	-\$6,020.70
		Milestone Subtotal	\$34,117.30	\$0.00	\$34,117.30
2A	Page Field Fiber Optic Installation	Proposed Cost	\$0.00	\$375,000.00	\$375,000.00
		Retainage Held	\$0.00	\$0.00	\$0.00
		Milestone Subtotal	\$0.00	\$375,000.00	\$375,000.00
2B	Core Deployment	Proposed Cost	\$94,875.00	\$0.00	\$94,875.00
		Retainage Held	-\$14,231.25	\$0.00	-\$14,231.25
		Milestone Subtotal	\$80,643.75	\$0.00	\$80,643.75
3	Primary Cutover	Proposed Cost	\$54,735.00	\$486,455.87	\$541,190.87
		Retainage Held	-\$8,210.25	-\$38,916.47	-\$47,126.72
		Milestone Subtotal	\$46,524.75	\$447,539.40	\$494,064.15
4	Page Field ARFF Cutover	Proposed Cost	\$25,542.00	\$57,230.10	\$82,772.10
		Retainage Held	-\$3,831.30	-\$4,578.41	-\$8,409.71
		Milestone Subtotal	\$21,710.70	\$52,651.69	\$74,362.39
5	Parking Lot Call Boxes and Feature Enhancement	Proposed Cost	\$40,139.00	\$28,615.05	\$68,754.05
		Retainage Held	-\$6,020.85	-\$2,289.20	-\$8,310.05
		Milestone Subtotal	\$34,118.15	\$26,325.85	\$60,444.00
6	Legacy System Removal	Proposed Cost	\$32,841.00	-\$2,300.00	\$30,541.00
		Retainage Held	-\$4,926.15	\$0.00	-\$4,926.15
		Milestone Subtotal	\$27,914.85	-\$2,300.00	\$25,614.85
7	Admin and User Training	Proposed Cost	\$40,139.00	\$0.00	\$40,139.00
		Retainage Held	-\$6,020.85	\$0.00	-\$6,020.85
		Milestone Subtotal	\$34,118.15	\$0.00	\$34,118.15
8	Follow-up/Closeout	Proposed Cost	\$36,490.00	\$0.00	\$36,490.00
		Retainage Paid	\$49,261.35	\$45,784.08	\$95,045.43
		Milestone Subtotal	\$85,751.35	\$45,784.08	\$131,535.43
TOTALS			\$364,899.00	\$945,001.02	\$1,309,900.02

EXHIBIT "B"
COMPENSATION SCHEDULE

The values in the table were derived through the addition of the following one-time prices:

System Components	\$256,626.24
Desktop Components, including sets	\$ 80,424.30
Software and RTU	\$ 38,945.78
Software Support and Upgrades	\$ 0.00
Hardware Maintenance 1 st Year	\$ 60,918.83
Optional System Components	\$ 36,035.07
Software and RTU	\$ 94,168.80
On-Site Equipment	\$ 5,182.00
Total	<u>\$567,119.02</u>

The following table indicates the scope and deliverable requirement for each milestone.

Milestone	Title	Requirements for Payment based on RFP SOW sections	Deliverables
1	Kickoff/ Planning Prep.	1.3.1.1 1.3.2	Project Management Plan Final Design Documents <i>Site Implementation Worksheet</i> <i>Change Request Form(s)</i> <i>Service Agreement</i>
2A	Page Field Fiber Optic Installation	1.3.3	As-Built Drawing F/O Test Reports Complete F/O install
2B	Core Deployment	1.3.4 1.3.5 1.3.6 1.3.7	System Test Plan (see 1.6) Test Report
3	Primary Cutover	1.3.9.1	Primary Cutover Plan Initial Punch List Software Licenses
4	Page Field ARFF Cutover	1.3.9.2	Page Field Cutover Plan Updated Punch List
5	Parking Lot Call Boxes and Feature Enhancement	1.3.9.3 1.3.9.4	Parking Lot Cutover Plan Updated Punch List Fully Operational System

Table continued on next page

EXHIBIT "B"
COMPENSATION SCHEDULE

Milestone	Title	Requirements for Payment based on RFP SOW sections	Deliverables
6	Legacy System Removal	1.3.10	Inventory of Old System
7	Admin and User Training	1.3.8	Training Materials
8	Follow-up/Closeout	1.3.1.2 1.3.1.3	Weekly Status Reports Final Punch List As Built Drawings Project Close-out Memo
TOTALS			

And then allocating 85% to the Primary Cutover, 10% to the ARFF Cutover, and 5% to the Parking Lot Call Boxes and Feature Enhancement phases.

Retainage in the amount of 15% on professional services and 8% on other costs in milestones 1 through 8 has been included in Milestone 8. Retainage shall not be released until all punch list items are complete and final payment on the project is due.

Travel expenses are included in Provider's pricing. No additional compensation will be made separately for travel regardless of what may be stated in Provider's proposal.

PART 2: RECURRING COSTS – MAINTENANCE & SUPPORT

The table below represents recurring costs that become billable at the completion of Milestone 3 – Primary Cutover:

Costs	Qty	Monthly Rate	Annual Cost	Requirements for Payment based on RFP SOW sections	Deliverables
UDT Maintenance Support		\$9,193.00	\$110,316.00	1.3.12	Trouble Tickets Quarterly QOS Report Configuration Management Software Release Notification
Netphone SIP trunks	46	\$24.9875	\$13,793.10		
Netphone SIP trunks	46	\$24.9875	\$13,793.10		
Redsky E911 Anywhere Service	1	\$290.00	\$3,480.00		
Redsky ELINs	58	\$2.00	\$1,392.00		
TOTALS			\$142,774.20		

EXHIBIT "B"
COMPENSATION SCHEDULE

The table below provides the hourly rate for Level II On site Engineering Support

Description	Est'd Hours	Hourly Rate	Not to Exceed Annual Cost
Level II Engineer On Site Support Estimated 20 hours per week	1080	\$70.00	\$75,600.00

PART 3: INVOICING

The Authority shall make milestone payments with retainage withheld in accordance with the table indicated above in Part I for each fully completed milestone that has been accepted by the Authority as evidenced by Exhibit E, Milestone Completion Acceptance. Payments shall be made in accordance with Florida State Statute, Chapter 218.735.

Each invoice submitted by Provider shall provide detail that shall identify and subtotal the following types of costs:

- Hardware maintenance
- Software maintenance
- SIP trunk costs (including any "burst use" of additional trunks)
- Other usage charges (international, 3rd party, collect or other fee based calls)
- Hosting fees
- Licensing

Every invoice must specify the contract number, vendor name, and remittance address.

Complete invoices shall be sent to the attention of:

Phillip Murray, IT Director, LASO, GISP, CISSP
LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913

With a copy to:

John Purnell, PMP
INSPIRED DATA SOLUTIONS
155 Conduit Street
Annapolis, MD 21401

EXHIBIT "C"
PROJECT SCHEDULE

The date of commencement of the work to be performed pursuant to the Project shall begin on the date of execution of the Agreement by all parties. The total contract time shall be measured from the date of commencement of the Agreement and the Provider shall achieve completion of the entire Project, including punch list items, not later than 243 days from the date of commencement. Below are estimated start dates and durations for the Project phases.

Milestone 1 Kickoff/Project Management Planning

- Start Date: 2/1/2019
- Duration: 30 calendar days

Milestone 2A Page Field Fiber Optic Installation

- Start Date: 3/4/2019
- Duration: 80 calendar days

Milestone 2B Core Deployment

- Start Date: 3/4/2019
- Duration: 90 calendar days

Milestone 3 Primary Cutover

- Start Date: 6/3/2019
- Duration: 28 calendar days

Milestone 4 Page Field (FMY) ARFF Cutover

- Start Date: 7/2/2019
- Duration: 16 calendar days

Milestone 5 Parking lot call boxes and feature enhancement

- Start Date: 7/19/2019
- Duration: 20 calendar days

Milestone 6 Legacy System Removal

- Start Date: 8/9/2019
- Duration: 16 calendar days

Milestone 7 Admin and User Training

- Start Date: 7/19/2019
- Duration: 36 calendar days

Milestone 8 Follow up and Closeout

- Start Date: 8/9/2019
- Duration: 21 calendar days

EXHIBIT D: CHANGE AUTHORIZATION

If Authority and Provider agree to a change in the Scope of Services, the following change control procedures will be followed. The attached Change Authorization document must be completed and signed by both parties. The Change Authorization will describe the change, the rationale for the change, and specify any change to compensation or to the schedule, or other terms. All Change Authorizations must include sufficient justification.

All Change Authorizations that impact the total compensation due or the Project schedule require the approval of the Airport Special Management Committee and the Lee County Port Authority Board of Commissioners.

Change Authorizations resulting in a reduction in contract time or a reduction in total compensation due do not require the approval of the Airport Special Management Committee and the Lee County Authority Board of Commissioners.



EXHIBIT D: CHANGE AUTHORIZATION

Requested on "DATE"	
Customer Name:	
Project Name:	Project Sponsor:
Project Number: Project Ticket #	Requestor:
Project Phase:	Priority: High <input type="checkbox"/> Med. <input type="checkbox"/> Low <input type="checkbox"/>
Description of Change:	
Reason for Change:	
Ramifications of Change: Schedule <input type="checkbox"/> Staffing <input type="checkbox"/> Other <input type="checkbox"/> (explain ramifications below)	
Estimated Cost: \$	
UDT Responsibilities	

Response to Change Request

UDT Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Cancelled <input type="checkbox"/>	Client
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

Exhibit "E"
MILESTONE COMPLETION ACCEPTANCE

Milestone No.: _____
Milestone Title: _____
Milestone Total **\$** _____

The Authority agrees that the referenced milestone has been satisfactorily completed in full accordance with the Agreement. The Authority further agrees to make payment to the Provider for the completed milestone according to the terms and conditions of the Agreement upon receipt of a properly submitted invoice.

If issues exist which prevent the Authority from approving the milestone completion, the Authority will provide the Provider with a written account of any issues or deviations from the work as described in the Scope of Services within the Agreement. The Provider shall promptly correct all issues and/or deficiencies and resubmit its request for the Authority to issue a completion acceptance for the milestone.

LEE COUNTY PORT AUTHORITY

By: _____

Print name and title of authorized signatory

Date: _____



**EXHIBIT F: UNIFIED COMMUNICATIONS MONITORING AND
MANAGEMENT SERVICES**

UDT MITaaS

**Unified Communications Monitoring and
Management**



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- [2.1. Supported Devices](#)
 - [2.2. Key Monitoring Parameters](#)
 - [2.3. Standard Operating Procedures \(SOPs\)](#)
 - [2.4. Troubleshooting and Full Remediation](#)
 - [2.5. 3rd Party Vendor Escalations](#)
 - [2.6. ISP Vendor Escalations and Follow-ups](#)
 - [2.7. Configuration Backup Of Network Devices](#)
 - [2.8. Administrative Activities](#)
 - [2.8.1. Move, Add and Changes \(MACs\)](#)
- [3. Customer Visibility and Auditability](#)
- [3.1.1. Auditability](#)
 - [3.1.2. Infrastructure Visibility Portal](#)
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- [4. Level II \(Second Level\) Engineer](#)



Introduction

UDT Managed IT as a Service (MITaaS) Services for Unified Communications infrastructure is designed to provide solution providers with a comprehensive suite of 24 x 7 monitoring, maintenance and administration for their enterprise clients. Many organizations rely on VoIP to deliver vital communications services. UDT’s Services for VoIP ensures these services meet the reliability and quality demands of end users by monitoring and proactively managing every component within their VoIP infrastructure.

Scope of Services

This document specifies the scope and schedule of the services delivered within the **UDT MITaaS Services** service level agreement. As a requirement to start services, this document must be signed, as an agreement for the scope and deliverables of the **MITaaS UC RMM** services package.

a. Supported Devices

Call Control applications and devices	Cisco Unified Communications Manage(UCM), Unified Communications	Cisco UCM version 11, 10, 9, 8.0, 7.0 and 6.0 Cisco UCM Express version
Voice Gateway and routers	Cisco voice gateway	Cisco 2600, 3600, and 5300 series routers, Cisco VG200 gateway, Cisco Catalyst 4000 and 6000 switches, Cisco 1750 Gateway, Cisco 810 V3 Gateway, Cisco 7200 Gateway, Cisco DT-24+, Cisco DE-30+
Supporting Applications	Cisco Unity / Unity Express Cisco Contact Center	Cisco Unity version 7.x and 8.x Cisco Unified Contact Center Enterprise 8.5, 8.0
End Points	IP Phones	

b. Key Monitoring Parameters

UDT monitors the customer’s infrastructure using standard Windows WMI or SNMP data collection. The UDT platform also enables the UDT staff to remotely and securely access the monitored devices in order to perform SOPs (Standard Operating Procedures) or advanced troubleshooting.

CISCO UCM (STANDARD & EXPRESS)	GATEWAYS
Device Availability: Up/Down	Device Availability: Up/Down
Device Health: (CPU and Memory and Disk Utilization)	Device Health: (CPU and Memory and Disk Utilization)
Interface Status: Up/Down	Hardware Monitoring: Disk, Memory Modules, Chassis Temperature
Interface Performance: Utilization, In/Out Traffic Rate	Interface Performance: Utilization, In/Out Traffic Rate
Interface Errors: Error and Discard Rate, CRC and Collision Errors	Interface Errors: Error and Discard Rate, CRC and Collision Errors
Critical Services Availability: Call Manager Service, Cisco CTI Manager Service, Cisco CTL Provider Service, Cisco Telephony Call Dispatcher, Cisco TFTP Service, SNMP Service	Environment Check: Fan, Power, Temperature and Voltage Status
Inventory details: Count of VMD, CTI, gateways and phones associated with the UCM	Buffer Usage: Small, Medium, Large and Huger buffer utilization and failures
Call Statistics Active Calls, Calls Completed, Calls in Progress,	



<p>Hardware Monitoring: Disk, Memory Modules, Chassis temp</p> <p>IP Phones: Availability and Registered State</p> <p>Call Quality(QOS) metrics: Jitter, Latency, Packet Loss, MOS Listening Quality, Severely Concealed Seconds</p> <p>CISCO UNITY</p> <p>Unity Server Status, Unity server port usage</p> <p>CISCO CONTACT CENTRE</p> <p>Component Status – Router, Logger, application network interface, Distributor Administrator Workstation, peripheral interface managers</p> <p>Process availability - Unified CCE processes</p> <p>Performance - Router calls per sec, Number of logged on agents, Number of calls in progress</p>	
---	--

Proactive Synthetic Transactions for VoIP using Cisco’s IP SLA Technology. (Supported only in environments with Cisco network devices):

- Understands VoIP traffic characteristics and ensures successful implementation and sustained service level compliance
- Exposes VoIP service level killers such as excessive jitter, packet loss, latency or poor MOS -- helps pin point bottlenecks

Past Call Analysis from call records of the UCM. All completed calls are processed to check for quality, duration, traffic and other parameters. These values are then presented in real-time reports for analysis.

c. Standard Operating Procedures (SOPs)

UDT NOC will support execution of pre-defined SOPs. This means that the SOPs are executed when an alert is triggered for the issue on your infrastructure.

- ▶ Incoming alerts will be initially validated to identify false alerts or alerts where no action is required
- ▶ Actionable alerts will be ticketed by the NOC engineer and any documented Standard Operating Procedure (SOP) will be executed as first level of support
- ▶ If the SOPs fail to resolve the problem, the ticket will be updated and immediately escalated to a Subject Mater expert for further **troubleshooting and remediation**

List of SOPs executed by UDT

Device Status (Up/Down) critical alerts	UDT will run diagnostics to check the status of the problematic device from other devices in the same network to eliminate any LAN/WAN issues.
Memory, Processor, Disk Utilization High on any device	UDT will validate the utilization by logging into the device and identify the reason for high utilization. Identify individual process or application consuming cpu and memory. In case of disk utilization, UDT will identify files or folders which can be deleted to reclaim space
Inbound/Outbound errors on the interfaces.	UDT will check the errors on the interfaces and clear the errors. If the errors persist on the WAN link at the same rate. UDT will check the physical connectivity issue then escalate to the ISP.
Interfaces/Link down	UDT will log on to the device and check if the interface is “admin down” or “protocol down”. In case of Admin down, alert the customer and if “Line protocol down”, check the logs to see if the issue is due to network flap.
Application unavailability	UDT will check the status of the application and attempt to restart the application. In case the application fails to restart, UDT will check for errors and issues in relevant application logs and event logs or syslog and try to diagnose the problem



Device hardware issues (e.g. Voltage, Fans, Temperature, Power)	UDT will Inform the service provider of hardware related issues
QoS issues (Jitter, Packet Loss, MOS)	UDT will execute synthetic transaction to check the impacting factors like UDP delays and change the QoS, Routing, etc. as needed
Poor Call Quality Metrics	UDT will execute synthetic transaction to check the impacting factors like UDP delays and change the QoS, Routing, etc. as needed
Buffer Statistics	UDT will validate the buffer hits, misses, failure metrics on the device and increase or decrease buffers allocation to ensure optimum usage
Lync front end servers high queue latency	UDT will verify the topology of Lync deployment. Check for network latency in reaching the back-end servers. UDT will check of performance and health check for the backend servers
Lync connection delays or failures	UDT will check the connectivity on the server. Check the number of outbound and inbound queued requests and identify if the issue is with the infrastructure

d. Troubleshooting and Full Remediation

UDT NOC will remotely troubleshoot and fix issues for alerts that are generated from the existing configuration of your network infrastructure. Following are some of the tasks and activities performed:

- ▶ If the SOPs fail to resolve the problem, then the ticket will be updated and immediately escalated to the domain expert within the NOC team to troubleshoot the issue and remediate it in a comprehensive fashion
- ▶ If the problem involves a 3rd party vendor, then the UDT NOC will contact the vendor technical support for further troubleshooting and full remediation
- ▶ Root cause analysis of critical (P0) incidents are performed to identify underlying problem
- ▶ If an incident is raised, then the UDT NOC will fix it within the predefined SLA
- ▶ If a remediation activity is performed, then it is logged into an ITIL based ticketing system and the ticket is updated with its complete chronology as well as the steps taken to remediate the incident.

e. 3rd Party Vendor Escalations

If the UDT Services team determines a configuration issue that relates to a 3rd party vendor, then UDT will contact the vendor's technical support team to resolve the issue. Under these conditions the following requirements take effect:

- ▶ The UDT SLA may be impacted by the terms of the SLA and contract that the customer has with the vendor's technical support organization
- ▶ UDT recommends that the customer maintain valid support contracts for the entire infrastructure managed by UDT
- ▶ UDT requires that the customer and/or solution provider to authorize UDT to act on their behalf when it interacts with the vendor tech support organization.

f. ISP Vendor Escalations and Follow-ups

UDT will drive ISP vendor escalations for internet, leased lines, or MPLS circuits for the following events (a) link down (b) high latency (c) high interface errors. UDT will create a ticket and escalate the issue according to the escalation matrix provided in the partner portal.

Note: To avail of the ISP vendor escalations services, it is mandatory to subscribe to UDT services for the monitoring of internet and WAN links on the interfaces of managed devices.



Deliverables:

To deliver the SLAs, UDT will follow the process defined below as part of UDT delivery model:

- ▶ UDT will monitor WAN connectivity and if there is a problem UDT will contact the ISP or create online ticket or both.
- ▶ All ISP related issues, such as internet or WAN links down will be escalated to the ISP either by phone call or online ticket or both. UDT will also escalate the issue to the solution provider following the standard escalation process
- ▶ Summary of conversations with the ISP will be updated in the ticket
- ▶ UDT recommends the solution provider or customer to maintain valid support contracts with all ISPs they use
- ▶ It is required that the customer and/or solution provider authorize UDT to act on their behalf during any escalation with the ISP
- ▶ The response and resolution SLAs of UDT for any issue escalated by UDT to the ISP is now dependent on the response and resolution SLAs provided by the ISP. As a result, the response and resolution SLAs of UDT may be impacted negatively for this issue if the ISP is not responsive.

g. Configuration Backup of Network Devices

As part of UDT's UC Remote Monitoring and Management solution, network devices are periodically backed up. UDT performs a backup of the network device configuration every 15 days. The configuration backup will be stored in the cloud and managed by the UDT ITOP Platform.

NOTE: Configuration backup is an automated process and is supported on only selected device types. If an automated process is not supported by the device, then UDT will not be able to backup network device configuration.

Deliverables:

- ▶ If the backup configuration event triggers other issues on the device, then the UDT team will be engaged to resolve the issue if it is within the scope of the defined SLA.

h. Administrative Activities

The UDT NOC team will perform administrative activities as part of the Move, Add and Changes (MACs).

Move, Add and Changes (MACs)

Solution provider/customer can create ticket and assign to the UDT Services team for executing the following MAC requests.

- ▶ Create user accounts and assign roles
- ▶ CTI route point Delete, Move, Add & Changes (DMAC)
- ▶ DMAC of DNs
- ▶ Call Group DMACs (IVRS Management (system level))

Customer Visibility and Auditability

Auditability

All remote activities performed by UDT NOC engineers are recorded and available for the customer to replay and review via the session recordings capability in the UDT ITOP Platform.



Infrastructure Visibility Portal

UDT MITaaS Services provide visibility into your IT infrastructure via the UDT ITOP Platform. This provides access to current status of the devices across different locations, while providing useful trending reports for advanced analysis.

Reports

UDT MITaaS Services also include reports that offer a comprehensive view of performance and availability of the customer's infrastructure.

You can generate on-demand and/or schedule reports from the UDT ITOP that include the following:

- ▶ Inventory reports
- ▶ Problem & incident management reports

Additionally, monthly reports are available which includes:

- ▶ Executive summary reports
- ▶ Executive report

Service Level Agreements

All activities will be performed in an SLA based service delivery model. However, because there is no lockdown on the environment, important onsite operational requirements such as availability, capacity, and outages will be the responsibility of your IT team. Your IT team should inform us of any device addition or deletion, as well as any changes to your IT infrastructure.

The following table describes the various priority levels associated with incidents. The sources of alerts are either from the monitoring system or from user requests entered via the ticketing system, phone or emails.

Priority Definitions

Service Level Agreement (SLA)

Incident Prioritization

UDT prioritizes incident response according to urgency and impact. If Help Desk response is required (a service on the Escalation Tier), the UDT Virtual Client Advisor can further customize the matrices below to client's unique business environment.

The **Urgency Matrix** determines how quickly an incident is handled. Urgency is classified by High (H), Medium (M) and Low (L) based on the following Urgency Matrix:

Category	Description
High (H)	The damage caused by the Incident increases rapidly Work that cannot be completed by staff is highly time sensitive A minor Incident can be prevented from becoming a major Incident by acting immediately Several users with VIP status are affected
Medium (M)	The damage caused by the Incident increases considerably over time A single user with VIP status is affected
Low (L)	The damage caused by the Incident only marginally increases over time Work that cannot be completed by staff is not time sensitive

The **Impact Matrix** measures the extent to which an incident might cause damage to a client's business. Impact is classified by High (H), Medium (M) and Low (L) as follows:



Category	Description
High (H)	A large number of staff are affected and/or not able to do their job A large number of customers are affected and/or acutely disadvantaged in some way The financial impact of the incident is (for example) likely to exceed \$10,000
Medium (M)	A moderate number of staff are affected and/or inconvenienced in some way A moderate number of customers are affected and/or inconvenienced in some way The financial impact of the incident is likely to exceed (for example) \$1,000 but will not be more than \$10,000
Low (L)	A minimal number of staff are affected and/or remain able to deliver an acceptable with extra effort A minimal number of staff are affected and/or inconvenienced but not in a significant way The financial impact of the incident is (for example) likely to be less than \$1,000

How to Contact UDT:



Get fast response from a trained engineer by calling the UDT Help Desk



Submit a non-urgent request from your PC via the UDT Client Portal



Or email our designated support email address with your ticket number

Regardless of how you submit your requests—they will be tracked and reported with a ticket number through the UDT Client Portal for auditing, training, and transparency purposes.

Prioritization Matrix

Priority Calculation is a factor of Urgency and Impact and is measured from **P1 (Emergency)** to **P5 (Low)**

Priority Calculation Table

		Urgency		
		High	Medium	Low
Impact	High	P1	P2	P3
	Medium	P2	P3	P4
	Low	P3	P4	P5

Example – If a user calls the Help Desk to report an incident that has an urgency of “Medium” and an impact of “High”, then Priority Calculation Table will grade the request as “P2” and follow the Service Level Agreement for a Priority 2 Incident

Operational Business Hours/Days: 7AM- 7PM Monday-Friday

Off Hours Support 7PM-7AM Monday-Friday, Weekends and National Holidays

- **P1 (Emergency)** incidents and alerts are responded to 24/7
- All other priorities are assigned and addressed during operational business hours
- Response, planning and resolution timings shown are applicable only after initial Help Desk set-up



Incident Time-to-Resolve Table

<i>Priority</i>	<i>Classification</i>	<i>Response*</i>	<i>Resolution Plan*</i>	<i>Resolve By*</i>
P1	Emergency	30 minutes	1 hour	1 day
P2	Critical	1 hour	2 hours	2 days
P3	High	2 hours	4 hours	3 days
P4	Medium	4 hours	8 hours	4 days
P5	Low	8 hours	16 hours	5 days

*Except for **P1 (Emergency)**, all times shown are for Operational Business Hours/Days

Supported Hardware and Software

- Requests related to software/hardware not covered by a current manufacturer’s maintenance will be resolved by our staff on a “best effort” basis.
- Client is responsible to ensure that all software and IT hardware managed under this SLA be genuine, licensed and vendor supported and have an active vendor support contract.

Help Desk Escalation Protocol

- Level 1 Level 1 support begins with information gathering as well as basic troubleshooting/triage. UDT will make a thorough attempt to resolve the issue using its knowledge base, experience and readily available industry-standard tools and resources.
- Level 2 Level 2 support SLA and can generally be defined as an escalation of a service call from Level 1 for more advanced troubleshooting and diagnostics. Level 2 includes initiation of remote control (if client has broadband internet access and has authorized remote remediation) and/or shut-down and reboot/restart procedures. Level 2 interventions may also include certain product enhancements. .
- Level 3 Level 3 support typically includes on-site troubleshooting and diagnostics. Once on site, interventions may include shut-down and reboot/restart procedures and liaison between UDT staff and hardware/software manufacturer support departments.

4. Level II Engineer (Second Level)

UDT shall provide a qualified Level II (Second Level) Engineer to enhance LCPA’s team after the UC System is deployed. The costs for same are identified the Exhibit B, Compensation Schedule. Hours are based upon estimated quantities, however, LCPA agrees to utilize this resource for a minimum of 20 hours per week for 52 weeks. The Level II Engineer shall be responsible for successful performance of the following:

- Perform user moves, adds, changes, and deletions to the Cisco Unified Communications Systems.
- Perform user moves, adds, changes, and deletions for hunt groups and pickup groups.
- Perform user moves, adds, changes, and deletions for voicemail.
- Perform modification to Auto Attendant to include recording and options modifications.
- Perform basic call troubleshooting and escalation of issues to UDT Tier 3 or Cisco TAC.
- Perform end user education.
- Perform user provisioning/de-provisioning of Port Authority owned cellular devices and installation of software necessary for fixed mobile convergence
- Other duties within the technician’s skill set as assigned by the Authority

EXHIBIT "G"

PERFORMANCE BOND COVER SHEET

**SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
FORT MYERS, FLORIDA**

(Public Work)

In Compliance with Florida Statute Chapter 255.05(1)(a)

SURETY'S PERFORMANCE BOND NO.:		
SURETY'S PAYMENT BOND NO.:		
CONTRACTOR INFORMATION:	Name:	
	Address:	
	Phone:	
SURETY PRINCIPAL BUSINESS INFORMATION:	Name:	
	Address:	
	Phone:	
OWNER INFORMATION:	Name:	Lee County, Florida c/o Lee County Port Authority Southwest Florida International Airport
	Address:	11000 Terminal Access Road, Suite 8671 Fort Myers, Florida 33913
	Phone:	239-590-4800
BOND AMOUNT:	\$	
CONTRACT NO. (if applicable):		
DESCRIPTION OF WORK:		
PROJECT LOCATION:		
AGENT INFORMATION:	Name:	
	Address:	
	Phone:	

LEE COUNTY CONTRACT NO. _____

SURETY'S BOND NO. _____

PERFORMANCE BOND

BY THIS BOND We, _____, Contractor, located at _____, telephone number () _____, as Principal, and _____, as Surety, located at _____, telephone number () _____, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the **LEE COUNTY PORT AUTHORITY**, Lee County, Florida, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, telephone number (239) 590-4800, as Obligee and contracting public entity, in the sum of _____ Dollars (\$) lawful money of the United States, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

The Owner of the property being improved is Lee County, Florida, Post Office Box 398, Fort Myers, Florida, 33902, telephone number (239) 533-2259.

WHEREAS, Principal has entered into a contract (hereinafter "the Contract") dated the ____ day of _____, 20____, with Obligee for the _____ at the _____ Airport in accordance with the conditions and provisions further described in the aforementioned Contract, which is by reference made a part hereof.

WHEREAS, the property to be improved is located at: _____, Fort Myers, Florida 33907.

The improvements covered by the Contract are generally described as:

The scope of work consists in general of _____. The work includes the furnishing of all labor, materials, equipment, services, insurance, bonding, permits and incidentals for the work. All work shall be fully completed to the satisfaction of the Authority and its Construction Manager and to the acceptance of and by the Authority.

PERFORMANCE BOND

Page 2 of 4

THE CONDITION OF THIS BOND is that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, and
2. Pays Obligees any and all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Obligees sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligees; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.
4. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the work or to the specifications.
5. The institution of suit upon this bond is subject to not less than a four-year and not more than a five-year limitations period in accordance with Section 95.11, Florida Statutes, unless Florida law allows a larger period for commencement of an action.
6. In no event shall the Surety be liable in the aggregate to Obligees for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligees.

PAYMENT BOND COVER SHEET

**SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
FORT MYERS, FLORIDA**

(Public Work)

In Compliance with Florida Statute Chapter 255.05(1)(a)

SURETY'S PERFORMANCE BOND NO.:	
SURETY'S PAYMENT BOND NO.:	
CONTRACTOR INFORMATION:	Name:
	Address:
	Phone:
SURETY PRINCIPAL	Name:
BUSINESS INFORMATION:	Address:
	Phone:
OWNER INFORMATION:	Name:
	Lee County, Florida c/o Lee County Port Authority Southwest Florida International Airport
	Address:
	11000 Terminal Access Road, Suite 8671 Fort Myers, Florida 33913
	Phone:
	239-590-4800
BOND AMOUNT:	\$
CONTRACT NO. (if applicable):	
DESCRIPTION OF WORK:	
PROJECT LOCATION:	
AGENT INFORMATION:	Name:
	Address:
	Phone:

PAYMENT BOND

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LEE COUNTY CONTRACT NO. _____

SURETY'S BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____, Contractor, located at _____, telephone number (____) _____, (hereinafter the "Principal"), and _____, (hereinafter the "Surety"), located at _____, telephone number (____) _____, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the **LEE COUNTY PORT AUTHORITY**, Lee County, Florida, as principal contracting entity, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, telephone number (239) 590-4800 (hereinafter called the "Obligee") in the sum of _____ Dollars (\$ _____) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

The Owner of the property being improved is Lee County, Florida, P.O. Box 398, Fort Myers, Florida, 33902, telephone number (239) 533-2259.

WHEREAS, the property to be improved is located at: _____, Fort Myers, Florida 33907.

WHEREAS, the Principal and Obligee have entered into a contract (hereinafter the "Contract") dated the ____ day of _____, 20____, for the purpose of the improvements generally described as _____ at the _____ Airport in accordance with all of the conditions and provisions of the Contract, which is incorporated herein by reference.

A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying the Principal with labor, materials, or supplies, used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

PAYMENT BOND

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2. Shall pay the Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal under the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alternations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and specifically the notice and time limitations contained in Section 255.05 (2), Florida Statutes, and otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED _____ day of _____, 20____, (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

PAYMENT BOND
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ATTEST

Witness

Witness

Witness

Witness

FLORIDA REGISTERED AGENT:

Agency Name

Address

PRINCIPAL: _____

BY: _____
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

OR

BY: _____
As Attorney in Fact (Attach Power)

BY: _____
Printed Name

PAYMENT BOND

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STATE OF _____)
)ss.
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____ who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

(S E A L)

ATTEST

Witness

Witness

Witness

Witness

Agency Name

Notary Public, State of _____

Printed Name of Notary

Commission Number: _____

My Commission Expires: _____

SURETY: _____

Printed Name: _____

Business Address: _____

Authorized Signature

Printed Name

OR

As Attorney in Fact (Attach Power)

Printed Name

Agency Mailing Address

Agency Telephone Number

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a contract with United Data Technologies to provide a Unified Communications System.
2. **FUNDING SOURCE:** General Airport operating revenues collected during the normal operations of the Airport, account string VF5132541200.503460 Information Technology
3. **TERM:** 3 years with ~~two (2)~~ ^{one (1)} 3 year extension options.
4. **WHAT ACTION ACCOMPLISHES:** Replaces equipment that is at the end of its useful life and is no longer supported by the manufacturer with a new unified communication system that is cost efficient to operate and provides greater functionality for the airport and its tenants.

5. **CATEGORY:** 3.
Consent Agenda

6. **ASMC MEETING DATE:** 12/18/2018

7. **BoPC MEETING DATE:** 1/17/2019

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)

NAME Ben Siegel

DIV. Administration

10. BACKGROUND:

In an effort to better serve the customers of the Lee County Port Authority, the Authority solicited proposals on April 15, 2018 to furnish and install a new Unified Communications System solution that addresses the voice and data needs of the Southwest Florida International Airport and Page Field. The existing legacy telephone system is at the end of its useful life, out of date and was installed as part of the Midfield Terminal Project in 2005. Services that were solicited through the Request for Proposal include the provision of and support of Authority network and server hardware, numerous business applications, and telephone communications for the airport and its tenants.

On June 6, 2018 three proposals were received from the following firms (listed in alphabetical order):

Black Box Network Services
 Prosys Information Systems
 United Data Technologies

At its September 18, 2018 meeting, the Airport Special Management Committee (ASMC), as part of its evaluation process, heard oral presentations from each firm and engaged in an interview with each firm, resulting in ranking the firms in the following order:

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED X (6-0)
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

APPROVED X Manning/Pendergrass with Kiker and Mann absent (3-0)
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

United Data Technologies
Prosys Information Systems
Black Box Network Services

On November 8, 2018 the ranking made by the ASMC was presented to the Board of Port Commissioners (Board). The Board concurred with the ranking and authorized the Authority to begin contract negotiations with the first ranked firm, United Data Technologies, Inc.

The implemented solution will have capabilities, support and integration options for mobility, audio conferencing, call recording, call accounting, call distribution and integration with the common use system. The new solution will achieve improved redundancy to ensure business continuity.

The agreement provides for professional services in the amount of \$364,899.00. In addition, it will provide for products such as software, hardware, fiber cabling and more, in the amount of \$945,001.02. The total system cost will be \$1,309,900.02, as indicated in Exhibit B, Compensation Schedule.

The agreement also includes a three-year maintenance and monitoring plan at a fixed annual amount of \$218,374.20.

The total three-year cost of the system including annual maintenance will be \$1,965,022.62

Attachments

1. Professional Services Agreement