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EXECUTIVE DIRECTOR

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**BOARD OF  
PORT COMMISSIONERS**

**BRIAN HAMMAN**

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**CECIL L. PENDERGRASS**

**KEVIN RUANE**

**RAY SANDELLI**

July 1, 2022

Executive Director  
Starboard Consulting, LLC  
2170 West State Road 434  
Suite 496  
Longwood, FL 32779

Subject: Service Provider Agreement for RFP 22-17NJD IBM Maximo SASS Upgrade,  
Migration & Associated Services

To whom it may concern:

On June 23, 2022, the Lee County Board of Port Commissioners approved a Service  
Provider Agreement for RFP 22-17NJD IBM Maximo SASS Upgrade, Migration &  
Associated Services between Starboard Consulting, LLC and the Lee County Port Authority.

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  
Chief Communications & Marketing Officer

VBM/daa  
Enclosure  
Delivery by FedEx

cc: Mark Trank, Assistant Port Authority Attorney  
Brian McGonagle, Administration  
Phillip Murray, Information Technology  
Melissa Wendel, Purchasing

Contract Number 9455  
Vendor Number 404027

**LEE COUNTY PORT AUTHORITY**  
**SERVICE PROVIDER AGREEMENT**

**RFP 22-17NJD**

**IBM MAXIMO SAAS UPGRADE, MIGRATION & ASSOCIATED SERVICES**

THIS AGREEMENT is entered this 23rd day of June, 2022, 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 STARBOARD CONSULTING, LLC, a Florida limited liability company authorized to do business in the State of Florida, ("PROVIDER"), whose business address is 2170 West State Road 434, Suite 496, Longwood, Florida, 32779, Federal Identification Number 26-0333413 (collectively, the Authority and Provider are referred to throughout this Agreement as the "Parties").

**WITNESSETH**

**WHEREAS**, the Authority desires to contract with Provider for its Maximo Software-as-a-Service (SaaS) upgrade, successful migration, implementation, training, and associated services as well as continuous maintenance and support at Southwest Florida International Airport and/or Page Field in Fort Myers, Florida, as specified in Request for Proposal (RFP) 22-17NJD; and,

**WHEREAS**, the Provider has reviewed the services required under RFP 22-17NJD and this Agreement, has submitted a proposal agreeing to provide the requested services, and states that it is qualified, willing, and able to provide the products and perform all such services required

according to the provisions, conditions, and terms below and in accord with all governing federal, state, and local laws and regulations; and,

**WHEREAS**, 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 and products to be provided under this Agreement; and,

**WHEREAS**, Provider has been selected to provide the services and products described below as the result of a competitive selection process by Authority in accord with applicable Florida Statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual consideration described below, the Parties agree as follows:

**1.0 RECITALS**

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

**2.0 SCOPE OF WORK/SERVICES**

Provider hereby agrees to perform the services and/or provide the products set out in Part B of RFP 22-17NJD, pp. 12-22 , entitled "Scope of Services" and listed in Exhibit A , which is merged into and incorporated by reference as part of this Agreement ("Scope of Work/Services"). Provider agrees to perform in strict accordance with the Scope of Work.

No services may commence until Authority issues a purchase order, unless otherwise set out in the Scope of Work/Services or elsewhere in the RFP.

**3.0 REQUEST FOR PROPOSALS AND PROVIDER'S PROPOSAL –  
INCORPORATION BY REFERENCE**

The terms of the RFP, as amended by Addendum 1 to the RFP (collectively referred to below as the RFP), and Provider's Proposal received in response to that Request, 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 the RFP and this Agreement, or the Provider's Proposal and this Agreement, 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 and that those representations and this information has resulted in the selection of Provider to perform the required services and provide the products under this Agreement.

**4.0 TERM OF AGREEMENT**

The term of this Agreement begins on the first date written above and will continue for five (5) years. The Authority will have the option to renew the term of this Agreement, upon consent of Provider and upon the same terms and conditions for one (1) additional five (5) year term. The Authority may exercise the option by giving Provider notice of its intent to renew at least ninety (90) days prior to the expiration date of the current term. On receipt of notice to renew, Provider will have thirty (30) days to accept or reject the renewal term.

**5.0 LICENSES**

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 Provider.

## 6.0 PERSONNEL

Provider agrees that when the services and products to be provided and performed relate to a professional service which, under Florida Statutes, requires 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 such professional services to be provided under this Agreement.

Services performed and products to be provided under this Agreement will be performed and delivered by Provider's own staff or by persons selected by Provider to perform the services and provide the products required, according to the processes outlined in the Scope of Work, unless agreed in advance by the Authority.

Provider agrees to employ and designate a qualified professional to serve as Provider's project manager ("Project Manager") for this Agreement. Provider must designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. Provider's Project Manager designation will be executed by the proper officers of Provider, and will acknowledge that the Project Manager will have full authority to bind and obligate Provider on all matters arising out of or relating to this Agreement. The Project Manager will 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 will 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.

## **7.0 STANDARDS OF SERVICE**

Provider agrees to provide all products 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 and products to be provided by the Provider.

## **8.0 AUTHORITY'S RESPONSIBILITIES**

Authority will:

8.1 Designate in writing a project manager to act as Authority's representative with respect to the issuance of Change Authorizations for services rendered under this Agreement ("Authority Project Manager"). The Authority Project Manager will have exclusive authority to negotiate Change Authorizations to document 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 Change Authorization that fall within the total approved compensation. The Authority Project Manager will 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 Authority Project Manager will review and make appropriate recommendations on all requests submitted by Provider for payment for services.

8.2 The Authority Project Manager is not authorized to, and will 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 Change 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 PAYMENT SCHEDULE**

9.1 The Authority will pay Provider for all requested and authorized services and products in accordance with the terms of this Agreement and the Scope of Work, 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 The Authority will 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) MILESTONE PAYMENTS**

The Provider is entitled to receive payment for services rendered under this Agreement in periodic payment which will reflect the apportionment of cost

and schedule of services furnished subject to the provisions of this section. The Provider will submit to the Authority periodic invoices for payment, in a form acceptable to the Authority. The firm, fixed pricing indicated in Exhibit B is understood to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, cost of subconsultants and/or subcontractors, out of pocket expenses and costs, services fee and any other costs, expenses or incidentals which may pertain to the services and/or the 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. 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 will be documented using the Milestone Completion Acceptance form attached hereto as Exhibit C and submitted with Provider's invoice.

(2) RETAINAGE

Upon receipt of an acceptable invoice, Authority will make payment to the Provider, less retainage as provided in Exhibit B. No partial payment made hereunder will 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.

9.4 PAYMENT SCHEDULE - The Authority will issue payment to the Provider within thirty (30) calendar days after acceptance of the services and products and receipt of a complete and accurate 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 will notify Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority will withhold the disputed amount and make payment to Provider of all amounts not in dispute. The Parties agree to negotiate informally regarding any disputed amount.

9.5 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 will 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.

9.6 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 will 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.

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

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 will 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, will 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 will expressly apply to claims for early completion, as well as claims based on late completion.

#### **11.0 ANNUAL APPROPRIATIONS**

All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose. In the event of non- appropriation of funds by the Authority for the services and products provided under this Agreement, the Authority will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or the date funds for goods or services covered by this Agreement are spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation will be accepted by Provider on thirty (30) days prior written notice, but failure to give such notice will be of no effect and the Authority will not be obligated under this Agreement beyond the date of termination.

#### **12.0 FAILURE TO PERFORM**

If Provider fails to commence, provide, perform and/or complete any of the services or products or any 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 Provider, not to exceed the amount of the compensation for the work in dispute, until such time as Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement and the Scope of Work.

#### **13.0 INDEMNIFICATION AND HOLD HARMLESS**

Provider agrees to be liable for, and will indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from Provider's services or provision of products under this Agreement, or Provider's errors, omissions, negligence, recklessness,

or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement, regardless of whether or not caused by a party indemnified hereunder.

Provider understands and agrees that by entering into this Agreement, the Authority does not waive its sovereign immunity and nothing herein will be interpreted as a waiver of the Authority's rights, including the limitation of waiver of immunity in section 768.28, Florida Statutes, or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law. Provider's indemnification obligations as stated in this Agreement and in Part F of RFP 22-17NJD will survive termination or completion of the services contracted hereunder

#### **14.0 AUTHORITY'S REPRESENTATIVE**

The Information Technology Department, and/or the Authority Procurement Manager, will administer this Agreement for Authority.

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

(2) **Building Plans** - Provider further acknowledges that section 119.071(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a

building or other structure owned or operated by the Authority or Lee County from the disclosure requirements of the Florida Public Records Law.

(3) **Airport Security and Fire Safety Systems** - Section 281.301, Florida Statutes, exempts information relating to the security or fire safety systems for any property owned by or leased to the Authority and any information relating to the security or fire safety 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 or portions thereof relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

As used in this paragraph, the term "security or fire safety system plan" also includes 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 in the course of judicial or legislative proceedings where such information has been properly subpoenaed or ordered by a court of competent jurisdiction to provide, any confidential or exempt information concerning the services to be rendered by Provider under this Agreement. Provider will require all of its employees, agents, subcontractors to comply with the provisions of this Article

## **16.0 PROVIDER'S PUBLIC RECORDS OBLIGATIONS**

Provider specifically acknowledges its obligations to comply with section 119.0701, Florida Statutes, with regard to public records, and will:

1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

- 2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913, [publicrecords@fvlcpa.com](mailto:publicrecords@fvlcpa.com); <http://www.fvlcpa/publicrecords>.**

#### **17.0 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 Provider agent, employee, subcontractor, or invitee, Provider will notify the Airports Police Department that 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 Provider agent, employee, subcontractor, or invitee, Provider will surrender any Airport Security Identification Badge held by Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, Provider will be assessed a fee of One Hundred Dollars (\$100.00) per identification badge not returned. This fee will be billed to Provider or deducted from any money owing to Provider, at the Authority's discretion.

## **18.0 INSURANCE**

Before services commence and during the term of this Agreement, Provider will provide, pay for, and maintain, with companies satisfactory to Authority in full accordance with the provisions specified in Part F, Insurance, Indemnification and Bond Requirements, as fully set forth in RFP 22-17NJD, which is merged into and incorporated by reference as part of this agreement.

Provider agrees to provide Authority's Risk Manager with a certificate of insurance

indicating that all policies have been endorsed to provide advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policy 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, Provider will immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance will be from responsible companies duly authorized to do business, provide coverage, and honor claims in the state of Florida. Provider's certificate of insurance is attached as Exhibit E.

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 with an A.M. Best rating of not less than A-VII. Regardless of this requirement, the Authority in no way warrants that the required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

The acceptance by the Authority of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance comply with the requirements of this Agreement.

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

No work will commence, or any services or products be provided, under this Agreement unless and until the required certificates of insurance are received and approved by the Authority.

#### 18.1 OTHER INSURANCE REQUIREMENTS

Subcontractor's requirement - The Provider must ensure that its agents, representatives, and

subcontractors comply with the insurance requirements set forth herein. All liability insurance policies obtained to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, will name Authority as an additional insured and will contain the severability of interest provisions. By signing this Agreement, Provider further agrees to waive its right to subrogation against the Authority.

#### **19.0 ASSIGNMENT, TRANSFER AND SUB-CONTRACTS**

Provider may not assign or transfer any of its rights, benefits or obligations under the Agreement without prior written approval of the Authority. Provider will have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for Provider's performance of services and work under this Agreement.

#### **20.0 PROVIDER AN INDEPENDENT CONTRACTOR**

Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement will 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. Nothing in this Agreement may be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

#### **21.0 F.A.A. NON-DISCRIMINATION CLAUSE**

Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it will not discriminate on the basis of race, color, national origin, sex, disability or other protected factor in the performance of this contract. Provider will carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Provider's failure 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 Authority deems appropriate.

## **22.0 NOTICE REGARDING PUBLIC ENTITY CRIMES**

In accordance with section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 thirty-six (36) months following the date of being placed on the convicted vendor list.

## **23.0 OWNERSHIP AND TRANSFER OF DOCUMENTS**

All documents, including but not limited to reports and other records and data relating to the services specifically prepared or developed by Provider under this Agreement, will be the property of Provider, until 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, will be delivered to the Authority within thirty (30) calendar days.

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 will be subject to the Authority's prior review and approval.

## **24.0 MAINTENANCE OF RECORDS**

Provider will keep and maintain adequate records and supporting documentation concerning

the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. All records and documentation will be retained by Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity will be conducted only during Provider's normal business hours.

#### **25.0 NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement or the incorporated documents will create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

#### **26.0 GOVERNING LAW**

This Agreement will be interpreted, construed and governed by the laws of the State of Florida. Exclusive venue for any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement will be in the Circuit Court of Lee County, Florida. The prevailing party in any such suit or action will be entitled to recover its reasonable attorneys' fees and court costs, including any appeals.

#### **27.0 PROHIBITED INTERESTS**

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

#### **28.0 LOBBYING CERTIFICATION**

The Authority agrees that no federal appropriated funds have been paid or will be paid by

or on behalf of the 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 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 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Authority will require that the language of this section be included in this award document and any award document for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

## **29.0 COVENANTS AGAINST DISCRIMINATION**

29.1 DBE POLICY - It is the policy of the U.S. Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBEs") as defined in 49 CFR Part 23 and Part 26 will 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. Provider agrees to ensure that DBEs 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 will take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBEs have the maximum opportunity to compete for and

perform contracts.

29.2 PROMPT PAYMENT REQUIREMENTS - Authority has adopted a DBE Program in compliance with 49 CFR Part 26, and 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.

29.3 INCORPORATION OF PROVISIONS - Provider will include the provisions of paragraphs 29.1 and 29.2 in every subcontract, unless exempt by the above-stated federal regulations or federal directives. Provider will 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. However, 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.

### **30.0 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 Provider/Consultant must assure that no person in the United States will 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/sub-consultants.

Provider 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.

### **31.0 GENERAL CIVIL RIGHTS CLAUSE**

Provider agrees to comply with pertinent federal and state statutes, regulations, executive orders and such rules as are promulgated to ensure that no person will be excluded from participating in any activity conducted with or benefiting from federal assistance on the grounds of race, creed, color, national origin, sex, age, disability or any other protected category.

This provision binds Provider 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.

### **32.0 E-VERIFY CLAUSE**

Provider certifies that it has registered and is using the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter this Agreement. Provider further agrees to provide the Authority with proof of such registration within thirty (30) days of the date of this Agreement.

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

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

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

Provider further agrees that it will require each contractor or subcontractor performing work or providing services or supplies 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.

### **33.0 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.

### **34.0 CORRECTION OF ERRORS, OMISSIONS, OR OTHER DEFICIENCIES**

Responsibility to Correct - The Provider agrees to be responsible for the quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by Provider. The Provider will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work and materials

resulting from the negligent act, errors or omissions or intentional misconduct of Provider.

Authority's Approval Will Not Relieve Consultant of Responsibility - Neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental services, work and materials furnished hereunder by the Provider, will 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 will 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.

### **35.0 LIABILITY**

The Provider agrees to be liable for, and shall indemnify, defend and hold Lee County and Authority and their respective commissioners, officers, employees and agents, harmless from any and all claims, suits, judgments or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the Provider's errors, omissions, and/or negligence. The Provider shall not be liable to, nor be required to indemnify Lee County or the Authority for any portion of damages arising out of any error, omission, and/or negligence of the Authority, its employees, agents, or representatives.

### **36.0 NOT TO DIVULGE CERTAIN INFORMATION**

Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Authority's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any nonpublic information concerning the services to be rendered by Provider, and Provider shall require all of its employees and subcontractor(s) to comply with the

provisions of this paragraph.

The Provider shall allow public access to all documents and materials in accordance with the provisions of chapter 119, Florida Statutes.

### **37.0 ADDITIONAL SERVICES**

Should the Authority request the Provider to provide and perform services under this contract which 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 will constitute a continuation of the services covered under this Agreement and must 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 will be administered and executed as Change Authorizations set forth in Exhibit F "Change Authorization Form", which is attached hereto and made a part of this Agreement. The Provider will not provide or perform, nor will the Authority incur or accept any obligation to compensate the Provider for any additional services, unless a written Change Authorization has been executed by the parties.

Each Change Authorization must 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.

### **38.0 HEADINGS**

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

### **39.0 ENTIRE AGREEMENT**

This Agreement, including the referenced proposal documents, constitutes the entire Agreement between the Parties and will supersede all prior agreements or understandings, written

or oral, relating to the matters contained in the Agreement and incorporated bid documents.

#### **40.0 NOTICES AND ADDRESS**

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

For the Authority:

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

For Provider:

STARBOARD CONSULTING, LLC  
2170 West State Road 434, Suite 496, Longwood, Florida, 32779  
Attention: Executive Director

40.2 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.

#### **41.0 TERMINATION**

This Agreement may be terminated by the Authority at its convenience, or for cause, by giving thirty (30) calendar days written notice to Provider.

#### **42.0 TERMINATION UNDER SECTION 287.135, FLORIDA STATUTES**

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 Provider is found to have submitted a false certification under Section 287.135(5), Florida Statutes, 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.

#### **43.0 WAIVER OF BREACH**

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

#### **44.0 SECURING AGREEMENT DISCLOSURE**

Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bona fide employee of Provider.

#### **45.0 CHANGE AUTHORIZATION AND AMENDMENTS**

Changes to the Scope of Services will be governed by the procedure set out in Exhibit F attached and incorporated herein.

The terms of this Agreement may be amended, in writing, by the mutual agreement of the Parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by the 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) will take precedence.

Any contract changes which require an increase to the total project compensation amount in Exhibit B or a substantial change to the project scope of work must be approved by the Board of Port Commissioners.

#### **46.0 ACCEPTANCE**

Acceptance of this Agreement will be indicated by the signature of the duly authorized representative of each party in the space provided. Any affixed electronic signature of the



## **EXHIBIT A**

### **SCOPE OF SERVICES**

Services to be provided by the Provider will include, but not be limited to, those necessary to meet the objectives and requirements set forth below. The Provider will provide licensing in the form of a Software-as-a-Service (SaaS) agreement and will upgrade the existing computerized maintenance management system (CMMS) and provide all related services to include licensing, data migration, database migration from Oracle to Microsoft, configuration, implementation, training, and ongoing software support and maintenance services.

#### **Objectives**

The primary objectives include:

- Migrate Authority's three (3) Maximo 7.6.0.8 environments from on-premises to a FedRAMP certified cloud
- Upgrade Maximo to the latest stable, supported version that runs in a FedRAMP Moderate Impact Level certified data center. In the event that the licensing model changes in conjunction with an upgrade to MAS 8, Exhibit H would apply.
- Migrate the Maximo database from Oracle 12.1.0.2.0 to Microsoft SQL Server's latest stable version.
- Integrate with the existing Single Sign On (SSO) SAML 2.0, JD Edwards EnterpriseOne ERP system, and Megatrak Fuel Management System
- Provide mobile application capability
- Ensure consistent and reliable ongoing support and maintenance of the hosted environment and the mobile application

#### **Requirements**

- Migration: The Provider will migrate Authority production, development, and testing environments to the cloud. The Provider will migrate data from on-premises Oracle 12.1.0.2.0 to cloud hosted Microsoft SQL Server latest stable version. No custom database triggers or functions are required or desired.
- Hosting: The Provider will provide infrastructure support and maintenance of the hosted environment which includes production, development, and test environments. All work will be performed remotely. The Authority will provide remote access, as needed, to complete the scope of work.
- Licensing: All end user licenses will be maintained by the Provider. The Provider assesses one annual fee for each user, encompassing infrastructure, support and licensing, in alignment with the Software as a Service (SaaS) model. Table 1 indicates the number and

type of licenses currently in use. Table 2 illustrates the desired licensing functional capabilities that must be made available once the upgrade has completed and indicates the number of licenses that will require this functionality. Estimated quantities indicated in Exhibit B, Compensation Schedule are indicated for the purpose of estimating annual costs. The amount of actual purchase of licenses to be provided and support to be performed is neither guaranteed nor implied. Payment to the Provider will be made only for the actual quantities of licenses provided or support furnished to the satisfaction of the Authority.

All Licensing must include the following features:

- Ability for the end users to connect from mobile devices
- The ability to dynamically manage licenses and adjust utilization is required

**Table 1: Current number and type of licenses (Authorized, Limited, Express)**

Part Number	Quantity	Description
EOAUTLL	40	Asset Limited User Annual Subscription and Support
EOAUULL	26	Asset Authorized User Annual Subscription and Support
EOCVILL	2	Control Desk Limited User Annual Subscription and Support
EOED7LL	6	Asset Express Use Authorized User Annual Subscription and Support
EOED8LL	3	Asset Express User for Linux Annual Subscription and Support
EOI3NLL	3	Anywhere Authorized User Annual Subscription and Support

**Table 2: Desired Licensing Functional Capabilities (Description of access or authorizations)**

Description	Quantity
EDIT AND VIEW ALL MODULES	8
EDIT WORK ORDER INVENTORY PURCHASING	25
EDIT WORK ORDER INVENTORY PURCHASING, WILL CREATE RELEASES OUT OF CONTRACT MODULE	9
ENTER AND STATUS CHANGE WORK ORDERS ONLY	25
STATUS CHANGE, LOG ENTRY, AND ADD ACTUALS TO ASSIGNED WORK ORDERS, CREATE WORK ORDERS FOUND WHILE WORKING	63

- Database Conversion: Current Database is on-premises Oracle 12.1.0.2.0. Database should be converted to the latest supportable version of Microsoft SQL Server. No database customization is required or desired.
- Reports: Convert Authority custom reports included as Exhibit A in RFP 22-17NJD, as necessary, to ensure continued accuracy after database conversion.
  - Ability for user defined ad hoc reporting
  - Provide options for user defined data visualization and dashboards

- Project Planning and Integration: The Project Management Plan referenced in B.06 of RFP 22-17NJD will be finalized between Provider and the Authority within twenty-five (25) business days from the date of contract award, which will be the effective date of the fully executed Agreement. Additionally, Provider, within twenty-five (25) business days from the date of contract award, will create an effective communications plan and schedule weekly status meetings with the Authority.
- Cloud Provisioning: Upgrade application from 7.6.0.8 to latest stable version that runs in a FedRAMP Moderate Impact Level certified data center. In the event that the licensing model changes in conjunction with an upgrade to MAS 8, Exhibit H would apply.
- Configure Integrations:
  - Single Sign On (SSO) – Integration with SAML 2.0 cloud directory for authentication
  - JD Edwards E-1 – integration with creation of purchase orders
  - Megatrak – integration with service notifications based on mileage
- System and Integration Testing: The Provider will assist in the creation of the User Acceptance Test plan and scripts.
- System Cutover: The Provider will work with the Authority to create a system cutover plan.

## **Integrations**

- Single Sign On (SSO) – Authority currently uses SAML 2.0 for identification services. Hosted Maximo must use SAML 2.0 for authentication.
- JD Edwards (JDE) – Authority currently uses JD Edwards as its Enterprise Resource Planning (ERP) solution for the Finance Department in the creation of requisitions and purchase orders. The integration allows requisitions to be created in Maximo and forwarded to JDE EnterpriseOne (E1) for approval and creation of purchase orders, which are then returned to Maximo.
- Megatrak – Fuel Management System integration provides Maximo with fleet vehicle mileage to allow for notification when fleet vehicles require service based on mileage.

## **Existing System Configuration**

- Production:
  - Application Server
    - Operating System: Win Server 2008R2
    - RAM: 16GB
    - vCPU: 4
    - Storage: 140GB

- Database Server
  - Operating System: Win Server 2012R2
  - Database: Oracle 12.3
  - RAM: 16GB
  - vCPU: 6
  - Storage vol1 Operating System: 100GB
  - Storage vol2 Oracle: 400GB
  - Storage vol3 Oracle Backups: 100GB
- Test:
  - Application Server
    - Operating System: Win Server 2008R2
    - RAM: 8GB
    - vCPU: 2
    - Storage: 110GB
  - Database Server
    - Operating System: Win Server 2012R2
    - Database: Oracle 12.3
    - RAM: 16GB
    - vCPU: 6
    - Storage vol1 Operating System: 100GB
    - Storage vol2 Oracle: 400GB
- Development:
  - Application Server
    - Operating System: Win Server 2008R2
    - RAM: 8GB
    - vCPU: 2
    - Storage: 110GB
  - Database Server
    - On same Test Oracle database instance

### **Information Technology Data Security**

- Must support one of the following open web standards for identity online:
  - OAuth, SAML 2.0, OpenID, or FIDO
- Data centers must be FedRAMP Moderate Impact Level certified
- Security breach protocol outlined in Exhibit G must be followed

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

**PART 1: PROJECT COMPENSATION & FIRST YEAR COSTS**

The following table represents the firm fixed price payment schedule per milestone for the one-time service costs under this Agreement.

<b>Milestone</b>	<b>Title</b>	<b>Cost Type</b>	<b>Total Price</b>
1	Project Kick-Off & Architecture Review	Cost	\$14,100.00
		Retainage Held	-\$2,115.00
		Milestone Payment	\$11,985.00
2	Establish Hosted DEV Environment	Cost	\$8,200.00
		Retainage Held	-\$1,230.00
		Milestone Payment	\$6,970.00
3	Upgrade and Re-platform DEV Maximo to 7.6.1.2	Cost	\$32,300.00
		Retainage Held	-\$4,845.00
		Milestone Payment	\$27,455.00
4	What's New Demo and Requirements (Maximo and Mobile)	Cost	\$14,800.00
		Retainage Held	-\$2,220.00
		Milestone Payment	\$12,580.00
5	Maximo and Mobile Configurations and Validation	Cost	\$42,400.00
		Held	-\$6,360.00
		Milestone Payment	\$36,040.00
6	Upgrade and Re-platform TEST Maximo to 7.6.1.2	Cost	\$29,300.00
		Retainage Held	-\$4,395.00
		Milestone Payment	\$24,905.00
7	Apply Configurations to TEST	Cost	\$8,200.00
		Retainage Held	-\$1,230.00
		Milestone Payment	\$6,970.00
8	User Acceptance Testing	Cost	\$19,000.00
		Retainage Held	-\$2,850.00
		Milestone Payment	\$16,150.00
9	Train-the-Trainer Training	Cost	\$14,000.00
		Retainage Held	-\$2,100.00
		Milestone Payment	\$11,900.00
10	Maximo Admin Training	Cost	\$9,800.00
		Retainage Held	-\$1,470.00
		Milestone Payment	\$8,330.00
11	System Cutover and Upgrade & Re-platform PROD Maximo to 7.6.1.2 - Go-Live	Cost	\$30,900.00
		Retainage Held	-\$4,635.00
		Milestone Payment	\$26,265.00
12	Post Go-Live Support and Close-Out	Cost	\$25,400.00
		Retainage Paid	\$33,450.00
		Milestone Payment	\$58,850.00
<b>Total:</b>			\$248,400.00

If 3<sup>rd</sup> party mobile solution is selected, the additional items in the table below (5a-5c) will be included in the Milestone 5 payment outlined above. If applied, the adjusted costs of the firm fixed price payment schedule per milestone for the one-time service costs under this Agreement are as follows:

- Milestone 5 Total Cost: \$72,400.00
- Milestone 5 Total Retainage Held: -\$10,860.00
- Milestone 5 Total Milestone Payment: \$61,540.00
- Milestone 12 Retainage Paid: \$37,950.00
- Milestone 12 Milestone Payment: \$63,350.00
- TOTAL: \$278,400.00

5a	Mobile Procurement	Cost	\$5,000.00
		Retainage Paid	-\$750.00
		Milestone Payment	\$4,250.00
5b	Mobile Configuration and Testing	Cost	\$15,000.00
		Retainage Paid	-\$2,250.00
		Milestone Payment	\$12,750.00
5c	Mobile Training and Deployment	Cost	\$10,000.00
		Retainage Paid	-\$1,500.00
		Milestone Payment	\$8,500.00
<b>Additional Cost</b>			\$30,000.00
<b>Additional Retainage Held</b>			-\$4,500.00
<b>Additional Milestone Payment</b>			\$25,500.00

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

Milestone	Title	Requirements for Payment Based on RFP SOW Sections	Deliverables
1	Project Kick-Off & Architecture Review	<ul style="list-style-type: none"> <li>* Project Kickoff Meeting</li> <li>* System architecture overview meeting</li> <li>* Review architecture overview document with Authority Core team</li> </ul>	<ul style="list-style-type: none"> <li>* Project Charter</li> <li>* Project Management Plan</li> <li>* Communications Plan</li> <li>* Architecture recommendation document</li> </ul>
2	Establish Hosted DEV Environment	<ul style="list-style-type: none"> <li>* Build DEV environment</li> <li>* Upgrade to latest stable, supported version of Maximo that runs in a FedRAMP Moderate Impact Level certified data center</li> <li>* Validate Upgrade and Interfaces</li> <li>* Unit Testing</li> <li>* Develop Environment Document</li> </ul>	<ul style="list-style-type: none"> <li>* Environment Document</li> </ul>

3	Upgrade and Re-platform DEV Maximo to 7.6.1.2	* Upgrade and re-platform Maximo DEV environment	* DEV environment upgraded and re-platformed
4	What's New Demo and Requirements (Maximo and Mobile)	* Develop Requirement and Design Document * Review Requirement and Design document with Authority Core team * Conduct What's New in Maximo Training with Authority Core team	* Requirement and Design Document
5	Maximo and Mobile Configurations and Validation	*Develop Required New Configuration or Provide Mobile Assessment	* Configured Mobile Solution or Mobile Assessment Document
6	Upgrade and Re-platform TEST Maximo to 7.6.1.2	* Upgrade and re-platform Maximo TEST environment	* DEV environment upgraded and re-platformed
7	Apply Configurations to TEST	* Migrate configurations to TEST	
8	User Acceptance Testing	* Support Authority UAT * Assist Authority in developing UAT scripts	* UAT Concluded
9	Train-the-Trainer Training	* Conduct Train the Trainer Training	* Training Materials
10	Maximo Admin Training	* Conduct Admin Training	* Admin Training Completed
11	System Cutover and Upgrade & Re-platform PROD Maximo to 7.6.1.2 - Go-Live	* Upgrade and re-platform Maximo to PROD	* System Cutover Plan * Maximo upgraded to PROD
12	Post Go-Live Support and Close-Out	Provide Post Go Live Support for 30 Days	* Close Out Document

Retainage in the amount of 15% on the costs in Milestones 1 through 11 has been included in Milestone 12. Retainage will not be released until all punch list items are complete and final payment on the project is due.

The following two (2) tables represent the firm fixed license and support prices for Year 1 of the Agreement. The Year 1 amount for license and support fees will be invoiced upon the effective date of the Agreement and will be invoiced separate from the Milestone 1 payment for one-time services. Payment will be made for actual quantities provided at the request of the Authority.

License and Support Products	Est. Quantity	Unit Price	Est. Total
MaaS Solution Core Authorized User	17	\$1,751.76	\$29,779.95
MaaS Solution Core Limited User	50	\$877.89	\$43,894.38
MaaS Solution Core Express User	63	\$354.16	\$22,312.39
MaaS Solution One-Time Setup Fee	1	\$6,477.00	\$6,477.00

MaaS Solution Add-on (AWS US commercial cloud)	1	\$38,100.00	\$38,100.00
MaaS Solution Integration with 3rd Party Application - PAR Platform Annual Fee	1	\$5,080.00	\$5,080.00
One-Time Setup Fee for Maas Integration with 3rd Party Application	2	\$0.00	\$0.00
SAML (Security Assertion Markup Language) Annual Fee	1	\$0.00	\$0.00
SAML Setup Fee	1	\$0.00	\$0.00
Dedicated SQL Server Database Non-Production instance for Database Access	1	\$12,700.00	\$12,700.00
One-Time Setup Fee for MaaS Add-on (FedRamp Setup fee)	1	\$0.00	\$0.00
MaaS Solution Anywhere Mobile Authorized User	3	\$633.08	\$1,899.25
MaaS Solution Maximo Anywhere Mobile Platform Fee	1	\$3,810.00	\$3,810.00
One-Time Setup Fee for Maas Anywhere Mobile Solution	1	\$0.00	\$0.00
<b>MaaS Solution Estimated Annual Total:</b>			\$164,052.96

**3<sup>rd</sup> Party Mobile Solution (only applicable if Maximo Anywhere Mobile Solution not used)**

License and Support – Mobile Solution Products	Quantity	Unit Price	Total
3 <sup>rd</sup> Party Mobile Solution User License (annual renewal)	1	\$6,000.00	\$6,000.00
3 <sup>rd</sup> Party Mobile Solution – Annual Platform fee	1	\$20,000.00	\$20,000.00
<b>3<sup>rd</sup> Party Mobile Solution Annual Total:</b>			\$26,000.00

All incidentals, including 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 ANNUAL COSTS - MAINTENANCE & SUPPORT**

The following table represents the annual recurring firm fixed prices for the four (4) subsequent years of the initial term of the Agreement. Payment will be made for actual quantities provided at the request of the Authority.

Maintenance and Support	Est. Quantity	Unit Price	Est. Total
MaaS Solution Core Authorized User	17	\$1,751.76	\$29,779.95
MaaS Solution Core Limited User	50	\$877.89	\$43,894.38
MaaS Solution Core Express User	63	\$354.16	\$22,312.39
MaaS Solution Add-on (AWS US commercial cloud)	1	\$38,100.00	\$38,100.00
MaaS Solution Integration with 3rd Party Application - PAR Platform Annual Fee	1	\$5,080.00	\$5,080.00
SAML (Security Assertion Markup Language) Annual Fee	1	\$0.00	\$0.00
Dedicated SQL Server Database Non-Production instance for Database Access	1	\$12,700.00	\$12,700.00
MaaS Solution Anywhere Mobile Authorized User	3	\$633.08	\$1,899.25
MaaS Solution Maximo Anywhere Mobile Platform Fee	1	\$3,810.00	\$3,810.00
3 <sup>rd</sup> Party Mobile User License	1	\$6,000.00	\$6,000.00
3 <sup>rd</sup> Party Mobile Platform Fee	1	\$20,000.00	\$20,000.00
<b>MaaS Solution Estimated Annual Total:</b>			\$178,375.97

The following table provides the hourly rate for Configuration Support, as deemed necessary by the Authority. 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.

Description	Estimated Hours	Hourly Rate*	Daily Rate*	Not-to-Exceed Annual Cost
Ad Hoc Configuration & Support	250	\$200.00*	\$2,000.00*	\$50,000.00

\*The hourly rates for Ad Hoc Configuration and Support stated in this section may be adjusted upon renewal of the Agreement for inflation based on the Consumer Price Index. If the Provider desires to request an increase, the Provider must submit its request in writing, no later than ninety (90) days prior to the effective date of the renewal period. The inflationary factor and background data submitted will be based upon the following formula:

- A.  $\text{New Fee} = [.75 \times (\text{CPI2} - \text{CPI1}) \div \text{CPI1} + 1] \times \text{Current Fee}$ .
- B. "CPI": The Consumer Price Index for the Urban Wage Earners and Clerical Workers, South Region - All Items, Not Seasonally Adjusted, published by the United States Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/>).
- C. "CPI1": The published CPI for the month ending twelve (12) months prior to CPI2.
- D. "CPI2": The published CPI for the month ending one-hundred fifty (150) days prior to the annual anniversary date of the term being adjusted.
- E. If the Authority desires to request a decrease based upon the above formula, the Authority will submit in writing, no later than ninety (90) Days prior to any renewal period, the inflationary factor and background data to support the decrease. The Authority will notify the Provider in writing of any such de-escalation. In no event will either the escalation or the de-escalation exceed three percent (3%) in any year.

### PART 3: INVOICING

The Authority will 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 C, Milestone Completion Acceptance.

Each invoice submitted by Provider must provide detail to identify and itemize the following types of costs:

- Software maintenance
- Hosting fees
- Licensing

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

Complete invoices will be sent to the attention of:

IT Director  
 LEE COUNTY PORT AUTHORITY  
 11000 Terminal Access Road, Suite 8671  
 Fort Myers, FL 33913

**EXHIBIT C**  
**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 accept completion of the milestone.

**LEE COUNTY PORT AUTHORITY**

By: \_\_\_\_\_

\_\_\_\_\_  
Print name and title of authorized signatory

Date: \_\_\_\_\_

**EXHIBIT D**  
**PROJECT SCHEDULE**

The date of commencement of the work to be performed pursuant to the Project will begin on the date of execution of the Agreement by all parties. The total contract time will be measured from the date of commencement of the Agreement and the Provider will achieve completion of the entire Project, including punch list items, not later than 230 days from the date of commencement. Below are estimated start dates and durations for the Project phases.

**Milestone 1: Project Kickoff & Architecture Review**

- Start Date: 7/11/22
- Duration: 21 calendar days

**Milestone 2: Establish Hosted DEV Environment**

- Start Date: 8/02/22
- Duration: 13 calendar days

**Milestone 3: Upgrade and Re-platform DEV Maximo to 7.6.1.2**

- Start Date: 8/16/22
- Duration: 27 calendar days

**Milestone 4: What's New Demo and Requirements (Maximo and Mobile)**

- Start Date: 9/14/22
- Duration: 21 calendar days

**Milestone 5: Maximo and Mobile Configurations and Validation**

- Start Date: 10/06/22
- Duration: 35 calendar days

**Milestone 6: Upgrade and Re-platform TEST Maximo to 7.6.1.2**

- Start Date: 11/14/22
- Duration: 22 calendar days

**Milestone 7: Apply Configurations to TEST**

- Start Date: 12/07/22
- Duration: 9 calendar days

**Milestone 8: User Acceptance Testing**

- Start Date: 12/19/23
- Duration: 43 calendar days

**Milestone 9: Train-the-Trainer Training**

- Start Date: 3/13/23
- Duration: 34 calendar days

**Milestone 10: Maximo Admin Training**

- Start Date: 1/27/23

- Duration: 5 calendar days

**Milestone 11: System Cutover and Upgrade & Re-platform PROD Maximo to 7.6.1.2 - Go-Live**

- Start Date: 2/02/23
- Duration: 13 calendar days

**Milestone 12: Post Go-Live Support and Close-Out**

- Start Date: 2/15/23
- Duration: 14 calendar days

**EXHIBIT E**  
**PROVIDER'S CERTIFICATE OF INSURANCE**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
05/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BIN INSURANCE HOLDINGS LLC/PHS 46505301 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):	
	<b>E-MAIL ADDRESS:</b> INSURER(S) AFFORDING COVERAGE NAIC#	
<b>INSURED</b> STARBOARD CONSULTING LLC 2170 West SR434, Suite 496 Longwood FL 32779	<b>INSURER A:</b> Hartford Casualty Insurance Company 29424	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X	X	46 SBM ID4482	06/18/2021	06/18/2022	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY \$2,000,000
	OTHER:						GENERAL AGGREGATE \$4,000,000
							PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY			46 SBM ID4482	06/18/2021	06/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	ANY AUTO						BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	OTHER:						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			46 SBM ID4482	06/18/2021	06/18/2022	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000						AGGREGATE \$2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A			PER STATUTE   OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	FAILSAFE TECHNOLOGY E OR O			46 SBM ID4482	06/18/2021	06/18/2022	Each Glitch Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> Lee County Port Authority Southwest Florida International Airport 11000 TERMINAL ACCESS RD STE 8671 FORT MYERS FL 33913-8213	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan J. Castaneda</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SIHLE INSURANCE GROUP INC/PHS 21225280 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> STARBOARD CONSULTING LLC 2170 West SR434, Suite 496 Longwood FL 32779	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Fire and Its P&C Affiliates	<b>NAIC#</b> 00914
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	21 WEC ZT2633	07/09/2021	07/09/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> Lee County Port Authority Southwest Florida International Airport 11000 TERMINAL ACCESS RD STE 8671 FORT MYERS FL 33913	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i>
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AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC#: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY BIN INSURANCE HOLDINGS LLC/PHS		NAMED INSURED STARBOARD CONSULTING LLC	
POLICY NUMBER SEE ACORD 25		2170 WEST SR434, SUITE 496 LONGWOOD FL 32779	
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM**  
**FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy.

**EXHIBIT F**  
**CHANGE AUTHORIZATION FORM**

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 that are within the total approved project budget require the approval of the Airport Executive Director.

Change Authorizations resulting in a reduction in contract time or a reduction in total compensation due do not require approval of the Airport Executive Director and may be approved by the Authority's Project Manager or designee.

## CHANGE AUTHORIZATION

<b>Requested on "DATE"</b>			
<b>Customer Name: Lee County Port Authority</b>			
<b>Project Name: 2022 Maximo Upgrade</b>		<b>Project Manager: IT</b>	
<b>Requestor:</b>			
<b>Project Phase:</b>		<b>Priority:</b> High <input type="checkbox"/> Med. <input type="checkbox"/> Low <input type="checkbox"/>	
<b>Description of Change:</b>			
<b>Reason for Change:</b>			
<b>Impact to Schedule:</b>		(number of calendar days)	
<b>Cost: \$</b>			
<b>Starboard Consulting Responsibilities</b>			

### Response to Change Request

<b>Starboard Consulting, LLC</b>	<b>Lee County Port Authority</b>
Approved <input type="checkbox"/>	Approved <input type="checkbox"/>
<b>Name:</b>	<b>Name:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

**EXHIBIT G**  
**SECURITY BREACH PROTOCOL**

The Lee County Port Authority (“Authority”) is classified by the Department of Homeland Security as critical infrastructure and regulated by the TSA Airport Security Program (ASP). The ASP requires the Authority to report any cybersecurity incident within 24 hours. To fulfill this requirement, Cloud Service Providers contracted by the Authority must report any cybersecurity incident to the Airport Cybersecurity Coordinator or their alternate as soon as an incident is detected.

Cyber Security Breach Notification will be provided by Projotech, Inc. at the time of incident detection. In the event of a cybersecurity incident, defined as an event that, without lawful authority, jeopardizes, disrupts or otherwise impacts, or is reasonably likely to jeopardize, disrupt or otherwise impact, the integrity, confidentiality, or availability of computers, information or communications systems or networks, physical or virtual infrastructure controlled by computers or information systems, or information resident on the system, Projotech, Inc. will provide the following information to the Authority’s IT Service Desk at 239-590-4546 with follow-up to [flylcpa@service-now.com](mailto:flylcpa@service-now.com):

1. The name, telephone number, and email address of the reporting individual.
2. A description of the threat, incident, or suspicious activity, to include:
  - a. Earliest known date of compromise;
  - b. Date of detection;
  - c. Information about who has been notified and what action has been taken;
  - d. Any relevant technical information observed or collected by the Cloud Service Provider, such as malicious IP addresses, malicious domains, malware hashes and/or samples, or the abuse of legitimate software or accounts;
  - e. Any known threat information, to include information about the source of the threat or attack, if available.
3. A description of the incident's impact or potential impact on Information or Operational Technology systems and operations.
4. A description of all responses that are planned or under consideration, to include, for example, a reversion to manual backups, if applicable.
5. Actions and/or mitigation efforts taken in response.
6. Any additional relevant information.

**EXHIBIT H**  
**MAS 8 MIGRATION**

When Projetechnics deems the new Maximo Application Suite v. 8.x to be fully ready for Projetechnics's Maximo as a Service offering and the Authority is ready to move to MAS 8, the services to perform the installation of a Commercial Off the Shelf (COTS) MAS 8.x Manage and migration of the existing Maximo database will be provided at no cost to the Authority provided no additional Industry Solutions or Maximo Add-ons (ex: HS&E, Spatial, etc.) are required. Annual fees may increase depending on the number of AppPoints needed to support the MAS Manage v. 8.x environments.

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. <b>REQUESTED MOTION/PURPOSE:</b> Request Board approve an agreement between Lee County Port Authority and Starboard Consulting LLC. for the Operation, Maintenance and Management of the Maximo CMMS system</p> <p>2. <b>FUNDING SOURCE:</b> General Airport Operating Revenue Fund - VD5131741200.503460, Information Technology</p> <p>3. <b>TERM:</b> 5 years starting on 7/11/2022 through 7/10/2027 with 1 additional 5 year renewal option.</p> <p>4. <b>WHAT ACTION ACCOMPLISHES:</b> Upgrades the existing computerized maintenance management system, Maximo, to a cloud based system while also enhancing capabilities through the provision of secure mobile access for maintenance field crews</p>	<p>5. <b>CATEGORY:</b> 7 Administrative Agenda</p> <hr/> <p>6. <b>ASMC MEETING DATE:</b> 6/14/2022</p> <p>7. <b>BoPC MEETING DATE:</b> 6/23/2022</p>
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<p>8. <b>AGENDA:</b></p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input type="checkbox"/> CONSENT</p> <p><input checked="" type="checkbox"/> ADMINISTRATIVE</p>	<p>9. <b>REQUESTOR OF INFORMATION:</b> (ALL REQUESTS) NAME <u>Brian W. McGonagle</u></p> <p>DIV. <u>Administration</u></p>
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**10. BACKGROUND:**

On December 17, 2021, the Lee County Port Authority advertised Request for Proposal (RFP) 22-17NJD: IBM Maximo SaaS Upgrade, Migration & Associated Services. This RFP focused on the airport's need to upgrade its existing computerized maintenance management system, Maximo, to a cloud based system while also enhancing capabilities through the provision of secure mobile access for maintenance field crews.

On January 28, 2022 nine (9) proposals were received from the following proposers (in alphabetical order):

Electronic Data, Inc.  
 IHCS, Inc. DBA Maven Asset Management  
 Intelligent Technology Solutions, LLC  
 Interloc Solutions, Inc.  
 JFC & Associates, LLC  
 Jones Lang LaSalle Americas, Inc.  
 Microdesk, Inc.  
 Starboard Consulting, LLC  
 ZProCis Solutions, Inc.

11. RECOMMENDED APPROVAL					
DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
Brian W. McGonagle	Victoria B. Moreland	N/A	David W. Amdor	Mark A. Trank	Benjamin R. Siegel

<p>12. <b>SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</b></p> <p>APPROVED X (5-0)          APPROVED as AMENDED          DENIED          OTHER</p>	<p>13. <b>PORT AUTHORITY ACTION:</b></p> <p>APPROVED X Hamman/Sandelli with Ruane absent 3-0          APPROVED as AMENDED          DENIED          DEFERRED to          OTHER</p> <p style="text-align: right;">7-6/23/2022</p>
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**Background (continued)**

A publicly noticed Staff Evaluation Committee meeting was held on February 10, 2022 to review each proposal, solicit staff comments and to prepare a recommendation for consideration by the Airport Special Management Committee (ASMC). At this meeting the Staff Evaluation Committee scored the proposals as follows:

Starboard Consulting, LLC  
IHCS Inc., DBA Maven Asset Management  
Electronic Data, Inc.

On April 19, 2022 the ASMC concurred with the Staff Evaluation Committee and recommended the ranking of the top three proposals to the Board of Port Commissioners.

On May 5, 2022 the Board concurred with the ASMC's recommendation of Starboard Consulting, LLC as the top ranked firm to provide the upgrade and migration services and authorized staff to proceed with contract negotiations.

Based on the direction of the Board of Port Commissioners, staff has negotiated a professional services agreement with Starboard Consulting, LLC. as summarized below:

Term of agreement is 5 years starting on 7/11/2022 through 7/10/2027 with 1 additional 5 year renewal option.

Annual fee of:

Contract Year	Estimated Annual Fee
Year 1 from 7/11/2022 to 7/10/2023	\$492,452.96*
Year 2 from 7/11/2023 to 7/10/2024	\$228,375.97
Year 3 from 7/11/2024 to 7/10/2025	\$228,375.97
Year 4 from 7/11/2025 to 7/10/2026	\$228,375.97
Year 5 from 7/11/2026 to 7/10/2027	\$228,375.97

\*Year 1 includes migration/implementation project costs.

Actual annual fee is based on specific operational needs of the Authority in accordance with the approved budget.

**Attachments:**

1. Agreement

7-6/23/2022