



AGENDA STAFF REPORT

Agenda Item

4

ASR Control 20-000237

MEETING DATE: 05/19/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)
DEPARTMENT CONTACT PERSON(S): Barry A. Rondinella (949) 252-5183
 Scott Hagen (949) 252-5241

SUBJECT: Approve Contract for Common Use Passenger Processing System

CEO CONCUR
Pending Review

COUNTY COUNSEL REVIEW
Approved Agreement to Form

CLERK OF THE BOARD
Consent Calendar
3 Votes Board Majority

Budgeted: Yes

Current Year Cost: \$377,331

Annual Cost:

FY 2020-21 \$3,454,446

FY 2021-22 \$1,634,992

FY 2022-23 \$920,011

Staffing Impact: No

of Positions:

Sole Source: Yes

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section

County Audit in last 3 years: No

Prior Board Action: 05/12/2015 #26

RECOMMENDED ACTION(S):

1. Find that the project is Categorical Exempt from the (CEQA) Class 1, (Existing Facilities) pursuant to CEQA Guidelines Section 15301.
2. Authorize the County Procurement Officer, or authorized Deputy, to execute a sole source contract with Materna IPS USA Corp. to provide annual hardware maintenance and software support for all components of the Common Use Passenger Processing System at John Wayne Airport, effective June 1, 2020, through May 31, 2023, in an amount not to exceed \$6,386,780.

SUMMARY:

Approval of the proposed sole source contract with Materna IPS USA Corp. will provide continuity of operation and system support to John Wayne Airport's Common Use Passenger Processing System.

BACKGROUND INFORMATION:

The Common Use Passenger Processing System (CUPPS) was first installed at John Wayne Airport (JWA) in 2011 as part of the Terminal C project, replacing the airline proprietary equipment with a JWA-

operated CUPPS platform used by all airlines. CUPPS provides a common system platform for the flexible and shared use of airport facilities. Not only does CUPPS provide a more efficient passenger experience in a reduced space footprint, but it also offers essential operational flexibility by allowing any airline to use any ticket counter or gate within the Thomas F. Riley Terminal.

CUPPS was originally installed by Ultra Electronics Airport Systems, Inc. (Ultra), a subcontractor to Snyder Langston, the primary contractor for the overall Terminal project. The contract with Snyder Langston included both the installation and maintenance of the system. On May 12, 2015, the Board of Supervisors (Board) awarded a new contract to Ultra for the ongoing maintenance of this system, effective June 1, 2015, to May 31, 2020, as the construction capabilities of Snyder Langston were no longer required.

Materna IPS USA Corp. (Materna) was brought into the project as a subcontractor via the 2015-2020 Ultra contract to replace NCR self-service, check-in kiosks with improved kiosks that not only met Payment Card Industry Data Security Standard (PCI DSS) and Americans with Disabilities Act requirements, but also provided enhanced functionality and reliability.

In 2017, Ultra sold its CUPPS software intellectual property to Materna, which resulted in Ultra shifting its organizational focus to airport operational software systems and Materna owning all passenger processing system components for CUPPS.

Ultra was then acquired by ADB Safegate Airport Systems (ADBAS) in February 2019. Over the following months, discussions were held with ADBAS management for the continuation of the contract terms. Despite initially confirming that continued support was feasible, ADBAS advised JWA in July 2019 that they would not be able to offer continued support under the existing contract terms.

Therefore, the currently implemented CUPPS system will be solely developed and supported by Materna. The ancillary systems, the Flight Information Display System (FIDS) and Resource Management System (RMS) components, will be subcontracted and supported by Materna.

The proposed contract includes the following three key components:

1. The proposed contract provides for the continued operation of CUPPS, with no gaps in coverage for the hardware and software maintenance of the system, via a three-year maintenance contract.
2. Effective June 1, 2020, Materna must purchase Extended Security Updates (ESU) for Windows 7 to ensure JWA remains PCI DSS compliant until a Windows 10 upgrade can be supported by the airlines.
3. Materna will replace the FIDS and RMS with cloud-based systems that do not require investment in new servers.

In summary, the proposed contract includes both JWA-recommended and airline-required components: (1) three years software and hardware maintenance and support; (2) system upgrades to support PCI DSS security requirements and Windows 7 ESU until airline compatibility with Windows 10; and (3) replacement of the ancillary FIDS and RMS systems.

JWA seeks Board approval of the sole source contract with Materna because CUPPS is mission-critical to airline operations at JWA. The proposed contract with Materna is a sole source contract and a completed

Sole Source Request Form is attached to this Agenda Staff Report. The JWA CUPPS system is proprietary to Materna as no other vendor can support the installed system. The only alternative would be to replace the entire system at a substantially higher cost and jeopardize the opportunity for the amortization of the existing system for the remainder of its projected useful life.

The proposed contract contains non-standard indemnification language, which states that the contractor's liability under the contract shall not exceed the contract amount. Both County Counsel and CEO Risk Management have approved the non-standard clause.

Over the last five years, Materna has been a subcontractor for all of JWA's terminal kiosks and their performance has been satisfactory. JWA has verified that there are no concerns that must be addressed with respect to the contractor's ownership/name, litigation status or conflicts with County interests. The proposed contract includes subcontractors. See Attachment C for information regarding the subcontractors and the Contract Summary Form. The proposed sole source contract is submitted for Board approval less than 30 days prior to the start of the contract due to an extended negotiation period.

Compliance with CEQA: The proposed project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to Section 15301, because it involves the minor alteration, operation and maintenance of equipment and systems in existing facilities, with negligible or no expansion of existing use.

FINANCIAL IMPACT:

Appropriations for this contract are included in the FY 2019-20 Budget for Airport Operating Fund 280 and will be included in the budgeting process for future years.

The total cost for the proposed contract is \$6,386,780. All contract costs will be reimbursed by the airlines serving JWA through rates and charges.

The contract contains language allowing the County to terminate the contract without penalty for cause or after 30 days' written notice without cause.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract with Materna IPS USA Corp (MA-280-20011231)

Attachment B - Sole Source Request Form

Attachment C - Contract Summary Form

**Contract
MA-280-20011231**

For

**Common-Use Passenger Processing System, “CUPPS”
Maintenance and Repair**

Between

County of Orange, John Wayne Airport

And

Materna IPS USA Corp.



Table of Contents	
Cover.....	1
Table of Contents.....	2
Recitals.....	3
Articles.....	3
Additional Terms and Conditions.....	11
Signature Page	28
Attachment A.....	29
Attachment B.....	30
Attachment C.....	32
Attachment D.....	33
Appendix A.....	34
Appendix B.....	35

Contract MA-280-20011231
For
Common-Use Passenger Processing System, "CUPPS"
Maintenance and Repair
Between
County of Orange, John Wayne Airport
And
Materna IPS USA Corp.

This Agreement ("Contract") is made between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport ("County" or "JWA"), and **Materna IPS USA Corp.** ("Contractor"), which are sometimes individually referred to as a "Party" or collectively referred to as the "Parties."

Recitals

Whereas, County owns, operates and maintains the John Wayne International ("SNA" or the "Airport"), and desires to purchase software, software upgrades, support, maintenance and related services for Materna's Common Use Self-Service ("CUSS") terminal equipment system, and such other work as may be requested by SNA; and

Whereas, SNA will require professional technical support and maintenance of Materna's UltraCUSE software; and

Whereas, Contractor is qualified and ready, willing and able to provide the requested software and professional services to SNA, in accordance with the terms of this Agreement; and

Whereas, Contractor agrees to provide goods and services, as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and

Whereas, County agrees to pay Contractor the fees as more specifically described in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

Now Therefore, Parties mutually agree as follows:

Articles

A. Governing Law and Venue

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

C. Amendments

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the

parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. Delivery

Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance/Payment

Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance or as otherwise agreed between the parties in writing.

G. Warranty

County ordinarily requires a warranty that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Under this Contract, Contractor is a successor licensor to the CUSS software previously licensed by Ultra k/n/a ADB Safegate and the warranty period has expired.

H. Patent/Copyright Materials/Proprietary Infringement

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below and subject thereto, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

I. Assignment

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. Termination

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation. In the event of termination, County agrees to pay the Contractor in accordance with section 597 of the Additional Terms and Conditions of this Contract.

L. Consent to Breach Not Waiver

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. Performance Warranty

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements

Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor

to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1M occurrence/\$2M aggregate
Technology Errors & Omissions	\$1M occurrence
Automobile Liability including coverage for owned, hired, non-owned	\$1M single limit
Workers' Comp/Employer's Liability	Statutory/\$1M occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, employees and agents** as Additional Insureds, or provide blanket coverage, which will state **As Required by Written Contract**.
2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, employees and agents**, or provide blanket coverage, which will state **As Required by Written Contract**.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes

Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall

be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. Force Majeure

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. Compliance with Laws

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below and subject thereto, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Freight

Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

V. Severability

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. Attorney Fees

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. Interpretation

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Pursuant to the requirements of paragraph "Z" below and subject thereto, the Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything herein to the contrary, Contractor's liability under this Contract shall not exceed the Contract amount.

AA. Audits/Inspections

Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not

limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. Contingency of Funds

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit

The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract

This Contract specifies the contractual terms and conditions by which the County will procure **CUPPS Maintenance and Repair** from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract

This Contract shall commence June 1, 2020 through and including May 31, 2023 upon execution of all necessary signatures and subject to approval by the County of Orange Board of Supervisors, unless otherwise terminated by County.

3. Contract Amount Not Exceed

Contract amount not to exceed \$6,386,780.00

4. Renewals

This Contract is NOT renewable.

5. Adjustments – Scope of Work

No adjustments made to the Scope of Work will be authorized without the prior written approval of the County assigned Deputy Purchasing Agent.

6. Anti-Idling Policy

Within six months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third party vehicles that enter Airport property at the direction of Contractor.

7. Bills and Liens

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "Z" above and subject thereto, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

8. Breach of Contract

The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, after affording the Contractor written notice of the breach and ten (10) business days or such shorter time that may be specified in this Contract within which to cure the breach, which Contractor fails to do:

- a. Terminate the Contract immediately, pursuant to Section K herein;
- b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach;
- c. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above; and
- d. These remedies are in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.

9. Civil Rights

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as

amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

10. Compliance with County Information Technology Policies and procedures

Policies and Procedures

Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following:

Security and Policies

All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

Information Access

The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

Enhanced Security Procedures

The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

Conduct on County Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

Security Audits

Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.

11. Computer Hardware and Software Standards

No substitutions of hardware or software will be accepted. The specifications provided herein are approved County of Orange standards.

12. Conditions Affecting Work

The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

13. Conflict of Interest – Contractor's Personnel

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

14. Conflict of Interest – County Personnel

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

15. Contractor Personnel – Drug-Free Workplace

The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization’s policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company’s drug-free policy statement; and
 - b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- D. The Contractor has made false certification, or
- E. The Contractor violates the certification by failing to carry out the requirements as noted above.

16. Contractor Personnel – Reference Checks

The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this contract must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

17. Contractor’s Project Manager and Key Personnel

Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Contract coordinator, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Contract coordinator shall have the right to require the removal and replacement of the Contractor’s Project

Manager from providing services to the County under this Contract for cause. The County's Contract coordinator shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Contract coordinator. The County's Contract coordinator shall review and approve the appointment of the replacement for the Contractor's Project Manager.

18. Contractor's Records

The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

(Remainder of page intentionally left blank)

20. Cost/Price Data

At all times during and following the period of Contract performance, the County may require Contractor to furnish such cost and pricing data as the County deems necessary to assess the reasonableness of Contract pricing, including the reasonableness of changes. Contractor agrees to maintain such records for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.

21. Data – Title To

All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

22. Debarment

Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

23. Default – Equipment, Software or Service

In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

24. Disputes - Contract

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Contract coordinator, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties

- arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

25. EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.

26. Emergency/Declared Disaster Requirements

In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional

profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

27. Equal Employment Opportunity

The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

28. Equipment – Acceptance Testing

Acceptance testing is intended to ensure that the equipment acquired operates in substantial accord with the Contractor's technical specifications, is adequate to perform as warranted by the Contractor, and evidences a satisfactory level of performance reliability prior to its acceptance by the County. If the equipment to be installed includes operating software as listed in the Contract or order, such operating software shall be present for the acceptance test unless substitute operating software acceptable to the County is provided. Acceptance testing may be required as specified in the Contract or order for all newly installed technology systems, subsystems, and individual equipment, and machines which are added or field modified, i.e. modification of a machine from one model to another, after a successful performance period.

29. Equipment – Connection Points

If requested by the County, the Contractor agrees to identify on all items of equipment supplied under this Contract all appropriate test points for connecting one of the commercially available hardware monitors designed to measure system activity subject to the limitation of paragraph "Z" above.

30. Equipment - Maintenance

If the Contractor is unable to perform maintenance or the County desires to perform its own maintenance on equipment purchased under this contract, then, upon written notice by the County, the Contractor will provide, at Contractor's then current rates and fees, adequate and reasonable assistance, including relevant documentation, to allow the County to maintain the equipment based on the

Contractor's methodology. The Contractor agrees that the County may reproduce such documentation for its own use in maintaining the equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the County may have hired to maintain the equipment to use the above-noted documentation.

The County agrees to include the Contractor's copyright notice on any such documentation reproduced, in accordance with copyright instruction to be provided by the Contractor.

31. Errors and Omissions

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

32. Gratuities

The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

33. Headings

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

34. Inventions

If any discovery or invention arises or is developed in the course of, or as a result of work performed under this Contract, the Contractor shall refer the discovery or invention to the County.

35. News/Information Release

The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Contract coordinator.

36. Nondiscrimination – Statement of Compliance

The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.

37. Notices

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project/contract coordinators' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

- Contractor: Materna IPS USA Corp.
- Project manager (Contractor to provide)
5323 Millenia Lakes Blvd, Suite 300
Orlando, Florida 32839
(Contractor to provide)
(Contractor to provide)
- County: John Wayne Airport, Information Systems
- Contract coordinator Jessica Miller
3160 Airway Ave.
Costa Mesa, CA 92626
949-252-5294
Jmiller@ocair.com
- Assigned DPA: John Wayne Airport, Procurement
Gene Duenas
3160 Airway Ave.
Costa Mesa, CA 92626
949-252-5125
gduenas@ocair.com

38. Order Dates

Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.

39. Ownership of Documents

The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

40. Payment Card Industry Data Security Standard (PCI DSS)

Contractor covenants and warrants that it is currently PCI DSS compliant and will remain compliant during the entire duration of this Contract. Contractor agrees to immediately notify County in the event Contractor should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption.

Upon demand by County, Contractor shall provide to County written certification of Contractor's PCI/DSS and/or PA DSS compliance.

41. Prevailing Wage (Labor Code §1773)

Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

42. Price Increase/Decrease

No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

43. Project Manager, County

The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel for cause. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

44. Remedies Not Exclusive

The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

45. Reprourement Costs

In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

46. Software - Acceptance

The County shall be deemed to have accepted each software product unless the County, within 30 days from the installation date, gives Contractor written notice to the effect that the software product fails to conform to the functional and performance specifications, which, if not attached, are incorporated by reference. The Contractor will, upon receipt of such notice, investigate the reported deficiencies. The right of the parties shall be governed by the following:

1. If it is found that the software product fails to conform to the specifications and the Contractor is unable to remedy the deficiency with 60 days, the County shall return all material furnished hereunder and this Contract shall be terminated.
2. If it is found that the software product fails to conform to the specifications and the Contractor, within 60 days of receipt of the above said notice, corrects the deficiencies in the software product, the County will provide the Contractor with written acknowledgement of its acceptance of said software product.
3. If it is found that the software product does, in fact, conform to the specifications, the County shall reimburse the Contractor for the time and material cost of the investigation at the rates specified in this Contract.

The County's acceptance of the software product is contingent upon the software product conforming to function and performance specifications and the Contractor delivering adequate users manuals within 30 days from the installation date.

47. Software – Acceptance Testing

Acceptance testing may be required as specified for all Contractor-supplied software as specified and listed in the Contract or order, including all software initially installed. Included in this clause are improved versions, including new releases, of this software, any such software which has been modified by the Contractor to satisfy the County requirements, and any substitute software provided by the Contractor in lieu thereof, unless the Contract or order provides otherwise. The purpose of the acceptance test is to ensure that the software operates in substantial accord with the Contractor's technical specifications and meets the County's performance specifications.

48. Software - Documentation

The Contractor agrees to provide to the County the County-designated number of all manuals and other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the equipment or software provided hereunder. The County will designate the number of copies for production use and the number of copies for disaster recovery purposes and will provide this information to the Contractor.

If additional copies of such documentation are required, the Contractor will provide such manuals at the request of the County. The requesting agency/department shall be billed for the manuals and any associated costs thereto by invoice. The Contractor agrees to provide such additional manuals at prices not in excess of charges made by the Contractor to its best customers for similar publications.

The Contractor further agrees that the County may reproduce such manuals for its own use in maintaining the equipment or software provided hereunder. The County agrees to include the Contractor's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the Contractor.

49. Software - Installation

The installation date for the software products shall be established in accordance with the provisions below:

1. If the County elects to install the software products, the County will have 30 days from the date of receipt of the software products to initially install and evaluate the software. The date of expiration of this period shall hereafter be known as the "installation date." The Contractor shall be responsible for providing criteria and test data necessary to check out the software products.

2. If installation by the Contractor is required by the County, the Contractor will have up to 30 days from the effective date of this Contract to provide initial installation and evaluation of the software products on the County's designated CPU. The Contractor will issue written notice of the fact that the software products are operational, and the date of said notice shall be known as the "installation date." It will be at the Contractor's discretion to determine the criteria and tests necessary to allow the Contractor to issue a notice to the effect that the system is operational.

The County agrees to provide such access to its computer system as may be required by the Contractor to properly install and test the software products. The County further agrees to provide, at no cost to the Contractor, systems and production support as may be required by the Contractor during installation.

If installation by the Contractor is required by the County, the Contractor will provide such installation on the County's equipment at the rates specified in this Contract.

50. Software – Inventions, Discoveries, Improvements

All inventions or discoveries of or improvements to computer programs developed pursuant to this Contract shall be the property of the County except for Materna's proprietary licensed software and documentation. The County agrees to grant a nonexclusive royalty-free license for any such invention, discovery or improvement to the Contractor or to any other such person and further agrees that the Contractor or any other such person may sublicense additional persons on the same royalty-free basis.

This Contract shall not preclude the Contractor from developing materials outside this Contract which are competitive, irrespective of their similarity to materials which might be delivered to the County pursuant to this Contract.

51. Software – Future Releases

If improvement, upgraded, or enhancement versions of any software product under this Contract are developed by the Contractor and are made available to other licensees, they will be made available to the County at the County's option, provided such versions are operable on the same computer hardware configuration. The charge for such upgrading to the later version of the software will be the difference between the price established by the Contractor for the later version and the price specified herein or the then prevailing prices of the currently installed version.

52. Software License

The Contractor hereby grants to the County of Orange and the County accepts from the Contractor, subject to the terms and conditions of this agreement ____, a non-exclusive, non-transferable license to use the software products list in this agreement, hereinafter referred to as "software products." The license granted above authorizes the County to use the software products in machine-readable form on a single computer system, designed in writing by the County to the Contractor, provided that if the designated CPU is inoperative due to malfunction, license herein granted shall be temporarily extended to authorize the County to use the software products in machine-readable form on any other County CPU until the designated CPU is returned to operation. By prior written notice to the Contractor the County may redesignate the CPU in which the software products are to be used and must do so if the redesignation is permanent.

When encryption/CPU ID authorization codes are required to operate the software products, the Contractor will provide all codes to the County with shipment of the software. In the case of an inoperative CPU, as defined above, Contractor will provide a temporary encryption/CPU ID authorization code to the County for use on a temporarily authorized CPU until the designated CPU is returned to operation. When changes in designated CPUs occur, the Contractor will issue to the County

within 24 hours of notification a temporary encryption/ID authorization code for use on the newly designated CPU until such time a permanent code is assigned.

53. Software License – Fees and Charges

Upon completion of installation and acceptance of software products by the County, the County will pay the license fee or recurring charge for the software products as set forth in this Contract. Charges will commence on the installation date as specified in this Contract. The Contractor shall render invoices for recurring charges or a single charge for the month for which the charges were incurred. Fees for a partial month's use will be prorated based on a thirty-day month. Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

54. Software - Maintenance

The correction of any residual errors in any software products which may be discovered by the Contractor or by the County will be considered maintenance. Such maintenance will be performed by the Contractor without additional charge for the duration of this Contract. Suspected errors discovered by the County in the software products will be handled by the following procedure:

1. A listing of the output and a copy of the evidential input data in machine-readable format will be submitted to the Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error was noted.
2. Errors in the software product as verified by the Contractor will be corrected by providing a new copy of said software product or a new copy of the affected portions in machine-readable format.

The Contractor will be available to assist the County in isolating and correcting error conditions caused by the County's particular hardware or operating system at rates specified in this Contract. If the Contractor is called upon by the state to correct an error caused by the County's negligence, modification by the County, County-supplied data, or machine or operator failure or due to any other cause not inherent in the original software products, the Contractor reserves the right to charge the County for such service on a time and material basis at rates in accordance with the Contract.

55. Software - Protection

The County agrees that all material appropriately marked or identified as proprietary, whether oral or written, and furnished hereunder are provided for County's exclusive use for the purposes of this agreement only and will be held in confidence. All proprietary data shall remain the property of the Contractor. County agrees to take all reasonable steps to ensure that such data are not disclosed to others without prior written consent of the Contractor. The County will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed programs and/or optional materials to satisfy its obligations under this agreement with respect to use, copying, modification and protection and security of licensed programs and optional materials.

56. Software – Right to Copy or Modify

Any software product provided by the contractor in machine-readable format may be copied, in whole or in part, in printed or machine-readable format for use by the County with the designated CPU to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy,

to understand the contents of such machine-readable material, or to modify the software product as provided below, provided, however that no more than the County- and contractor-agreed to number of copies will be in existence under this contract at any one time without the prior written consent from the contractor. Such consent shall not be unreasonably withheld by the contractor. The original and any copies of the software product, in whole or in part, which are made hereunder shall be the property of the contractor.

The County agrees to keep any such copies and the original at a contractor and County mutually designated County location, except that the County may transport or transmit a copy of the original of any software product to another County location for backup use when required by CPU malfunction, provided the copy or the original is destroyed or returned to the designated location when the malfunction is corrected.

57. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

58. Substitutions

The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

59. Termination - Orderly

After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

60. Usage

No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

61. Usage Reports - Quarterly

The Contractor shall submit usage reports on a quarterly basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department.

62. Usage Reports – Semi-Annual

The Contractor shall submit usage reports on a semi-annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department.

63. Usage Reports – Annual

The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

64. Waivers - Contract

The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

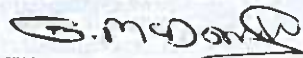
County of Orange, John Wayne Airport

Contract MA-280-20011231
Common-Use Passenger Processing System, "CUPPS"
Maintenance and Repair

Signature Page

In Witness Whereof, Parties hereto have executed this Contract on the dates shown below their respective signatures below.

Materna IPS USA Corp. *

	GARY McDONALD	PRESIDENT	4/10/2020
Signature	Name	Title	Date

Signature	Name	Title	Date
-----------	------	-------	------

**If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth:*

The first signature must be one of the following: a) Chairman of the Board; b) President; or c) any Vice President.

The second signature must be one of the following: a) Secretary; b) Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Authorized Signature

Deputy Purchasing Agent

Signature	Name	Title	Date
-----------	------	-------	------

Approved as to Form
Office of the County Counsel
County of Orange, California

			4-15-2020
Deputy			Date

Approved by Board of Supervisors on:

Date

**UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS OF MATERNA
INFORMATION & COMMUNICATIONS CORP.
TAKEN IN LIEU OF A SPECIAL MEETING**

The undersigned, being all of the directors of the Board of Directors of Materna IPS USA Corp. (the "Corporation"), a corporation organized under the laws of the State of Delaware, hereby take the following actions by written consent in lieu of holding a special meeting of directors, in accordance with the provisions of Title 8 of the Delaware Code, Section 141.

BE IT RESOLVED, that the Director of the Corporation has evaluated the benefits and risks of entering into the Contract with County of Orange, John Wayne Airport, bearing reference number MA-280-20011231, for common use passenger processing system "CUPPS" maintenance and repair;

FURTHER RESOLVED, that the Board of Directors of the Corporation hereby consents, approves and agrees that the Corporation by and through its President, Gary McDonald, is hereby authorized to execute the aforesaid Contract;

FURTHER RESOLVED, that the Board of Directors and/or officers are authorized, empowered and directed, in the name and on behalf of the Corporation, to take such additional action and to execute and deliver such agreements, documents and instruments as any of them may deem necessary or appropriate to implement the provisions of the foregoing resolutions, this unanimous written consent being conclusive evidence of their authority for the taking of such action and the execution and delivery of such agreements, documents and instruments.

The undersigned director has executed this written consent in order to give his approval and authorization to these actions effective on the 1st day of March 2020.



Dr. Georg Oschmann, Director

Attachment A
Scope of Work

Description

This Contract establishes a maintenance and repair contract between John Wayne Airport ("County" or "JWA"), and Materna IPS USA Corp, ("Contractor or Materna") for all systems, equipment, hardware and software known as Common-Use Passenger Processing System, ("CUPPS").

The Contract includes services, such as preventive maintenance, scheduled maintenance, replacement of components, and repairs including other activities required to maintain the system.

Definitions

Contractors Project Manager - Service Account Manager or Site Admin/Account Manager

Contractor's Scope of Work

Contractor's Scope of Work below attached by reference.

Common-Use Systems Support
(CUSS/CUPPS/MUFIDS/RMS)
Materna Scope of Work
Document Number: 37928
Version 1.17

Attachment B
Compensation/Payment

This is a firm fixed rate contract between County and Contractor, as set forth in Attachment "A" Scope of Work.

A. Compensation

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all personnel and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

B. Fees and Charges

County shall pay the following fees/rates as described Contractor's Final pricing listed below attached by reference, in the accordance with the provisions of this contract.

CUSS & CUPPS Service Extension
Final Pricing
Version 1.10
Offer Number: A2002.4410.3792

C. Final Payment

Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts the all work and JWA issued badges are returned to Badging Office.

D. Payment Terms – Payment in Arrears

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

E. Payment Terms – Payment in Advance

Invoices are payable 30 days in advance, unless otherwise directed in this Contract. Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

F. Taxpayer ID Number

The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

G. Payment-Invoicing Instructions

The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Name of County Agency/Department
4. Delivery/service address
5. Master Agreement (MA) or Purchase Order (PO) number
6. Date of order
7. Product/service description, quantity, and prices
8. Sales tax, if applicable
9. Freight/delivery charges, if applicable
10. Total

Invoices and support documentation are to be forwarded to (**not both**):

John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

Or

Email to:
AccountsPayable@ocair.com

Attachment C

Schedule of Deductions

In addition to the penalties and deductions set forth elsewhere in this Contract, upon review of a monthly invoice, County project manager reserves the right to deduct fees from Contractor's monthly fee payment under any conditions per Attachment A – Scope of Work further detailed in Contractor's Scope of Work as referenced.

**Attachment D
Subcontractors**

Subcontractor(s)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Subcontractor Name	Location Address	Division of Work or Trade
Terminal Systems International, Inc. (TSI)	2210 Hanselman Avenue Saskatoon, SK Canada S7L6A4	MUFIDS Provider
Aero Cloud Systems Inc	US Head office 1013 Centre Road Suite 403-A Wilmington DE 19805	RMS Provider

Appendix A

Incident Report form

It is mandatory to use the following fault report form (as email template) or have all the relevant information available for reporting via phone:

From:	SNA – John Wayne Airport	
System:	<input type="checkbox"/> CUSS <input type="checkbox"/> CUPPS <input type="checkbox"/> FIDS <input type="checkbox"/> RMS	
Priority:	<input type="checkbox"/> Critical <input type="checkbox"/> Important <input type="checkbox"/> Low Priority	
Reported by:		<i>Lastname, Firstname</i>
		<i>Phone</i>
		<i>E-Mail</i>
Problem Description:		
		<i>Workstation ID</i>
		<i>Date, Time</i>
		<i>Additional Info, e.g. PAX name</i>
		<i>Description of the incident</i>
Attachments		<i>List, if any</i>
Email Instructions	ServiceDesk@Materna-communications.com	<i>Mail to;</i>
		<i>Subject (copy to E-Mail Subject)</i>

Appendix B

CUPPS PCI Matrix of Responsibilities

Attached by reference due to confidential sensitive security information



John Wayne Airport
Common-Use Systems Support
(CUSS/CUPPS/MUFIDS/RMS)
Materna Scope of Work
Document Number: 37928
Version 1.17

This document is protected by copyright.

All rights reserved, including the rights to translation, copies, and reproduction using photomechanical or electronic systems. Protected trademarks, brand names etc. are not explicitly stated as such in the text. The lack of such identifiers in no way implies that the terms are not free names as defined by applicable trade mark and brand name legislation.

Materna IPS USA Corp.
5323 Millenia Lakes BLVD
Suite 300
Orlando, FL 32839
President: Gary McDonald
Phone 407-530-0953
E-mail sales@materna-ips.com
Web <http://www.materna-ips.com>

Document title: **Common Use Systems Scope of Work**
Version: **1.17**
Document number: **37928**
Document status: **FINAL**

Modification/Change History

Version	Date	Author	Description
1.0	02/19/2020	Balázs Csongrádi	Document Creation
1.1	02/20/2020	Cyndi Winter	Formatting Edits
1.2	02/25/2020	Balázs Csongrádi and Cyndi Winter	Document Edits
1.3	02/26/2020	Cyndi Winter	Document Edits
1.4	02/28/2020	Cynthia Hidayat	Continued Edits, (RMS Clean-up, Job Descriptions)
1.5	02/29/2020	Daniel Dunn	Accepted Edits and Document Number
1.6	03/01/2020	Balázs Csongrádi	Incident & Problem Management, Airline Cert. Proc.
1.7	03/02/2020	Balázs Csongrádi	Section 8.1 Certification
1.8	03/02/2020	Cynthia Hidayat	Section 3.21.2: Windows 2016 OS table update Section 4.2.2: Windows 2016 OS Upgrade
1.9	03/05/2020	Balázs Csongrádi	Accepting edits and further clean-up of document.
1.10	03/06/2020	Daniel Dunn	Edits for Staffing Model, PCI days, PMP, FIDS and RMS and other topics.
1.11	03/15/2020	Daniel Dunn	Document Edits after JWA review
1.12	03/20/2020	Daniel Dunn	Revised section on Site Administrator and further agreed edits.
1.13	03/24/2020	Cynthia Hidayat Daniel Dunn	Removal of FIDS/RMS reference, new title of SOW, further clean up edits and incorporated Jessica Millers' comments.
1.14	04/01/2020	Daniel Dunn	Final
1.15	04/03/2020	Daniel Dunn	Addition of MUFIDS and RMS back into document.
1.16	04/08/2020	Daniel Dunn for Jessica Miller	Additional edits for JWA
1.17	04/09/2020	Daniel Dunn	Removal of Section 8.1, Certification Process and Charges

Table of Contents

1	Purpose	6
1.1	Location of Work	6
2	Support and Maintenance Details	7
2.1	Scope of Support and Maintenance.....	7
2.1.1	Support Provision Overview.....	7
2.2	Service Delivery	8
2.3	Role Accountabilities.....	8
2.3.1	Vice President of Operations, North America	8
2.3.2	Service Account Manager, North America.....	8
2.3.3	Site Administrator/Account Manager Job Description and Duties	9
2.3.4	Materna Service Desk.....	11
2.3.5	Local JWA Support Team	11
3	Service Level Agreement	12
3.1	Services	12
3.2	Description of Service Levels.....	12
3.2.1	Priority Classifications	13
3.2.2	Incident Management.....	13
3.2.3	Incident Process.....	14
3.2.4	Support Response Teams Availability	15
3.3	Escalation Process.....	16
3.4	Service Level Agreement and Invoice Deductions	16
3.5	SLA Coverage	19
3.6	Support Precondition Requirements	19
3.7	Change Management – Planned Changes (Change & Configuration Management)	20
3.8	Unplanned Changes (Incident and Change Management)	20
3.9	Preventative Maintenance	20
3.9.1	Self Service Check-in Kiosk Preventative Maintenance Activities.....	21
3.9.2	Common Use Workstation Preventative Maintenance Activities	21
3.9.3	MUFIDS Devices Preventative Maintenance Activities	22

3.10	Maintenance & Repairs of Equipment	22
3.11	Out of Warranty Asset Maintenance (Task Order Process & Budget)	22
3.12	Equipment Spares Stock.....	23
3.13	Faulty Equipment Strategy.....	23
3.14	Configuration Management Database	24
3.15	Consumables Management	24
3.16	Monitoring	25
3.17	Reporting.....	26
3.18	Service Meetings.....	27
3.18.1	Monthly Service Reviews.....	27
3.18.2	Quarterly Technical Board Meetings.....	27
3.18.3	Bi-Annual Executive Meetings	28
3.19	PCI DSS Audit Support.....	28
3.20	Existing Chip and Pin Credit Card Readers.....	28
3.21	Operating Systems.....	29
3.21.1	Extended Security Updates (ESU) and Migration to Windows 10	29
3.21.2	Server Update	29
4	System Design Description	29
4.1	Server Hosting, Operation of Servers and Hardware list.....	29
4.2	Virtual Servers Infrastructure	31
4.2.1	Server subnet overview:.....	31
4.2.2	List of Servers:	31
4.3	Back-End Storage Infrastructure.....	32
4.4	List of Infrastructure Services	32
4.5	Software	33
4.6	List of Airlines on the CUPPS System	33
4.7	Kiosk Certified Airlines	34
5	Bill of Materials.....	34
5.1	CUPPS Workstations	34
5.1.1	Peripherals at JWA	35
5.2	CUSS	36
5.3	Kiosk Spares	36

5.4 Multi-User Flight Information Display System36

5.5 MUFIDS Display Device Controllers (DDCs)37

5.6 Resource Management System.....37

5.6.1 Gate Management Module39

5.6.2 Central Flight Management Module (IAM)40

5.7 MUFIDS & RMS Software Upgrade.....40

5.8 Baggage Input Console.....40

6 Delivery Schedule40

7 Applicable Standards41

7.1 Materna IPS CUSE/CUPPS.....41

7.2 CUSS41

7.3 Americans with Disability act (ADA).....41

7.4 PCI-DSS.....41

7.4.1 Kiosk.....41

8 Task Order Process42

8.1 RFID Bag Tag Printers / Baggage Tags42

9 Contact Information43

1 Purpose

This document is the Statement of Work (SOW) for the 3-year service and maintenance extension of the existing Common-Use System Equipment (CUSE) and related server infrastructure at John Wayne Airport (JWA) starting June 1st, 2020.

Materna's responsibility for the existing CUSE system is comprised of the following primary systems and additional staff, as described below.

- 1) Common Use Self Service (CUSS) kiosks.
- 2) Common Use Passenger Processing System (CUPPS).
- 3) Addition of another Site Administrator/Account Manager for improved coverage hours at JWA, including weekend support for power shutdowns.
- 4) Multi-User Flight Information Display System (MUFIDS).
- 5) Resource Management System (RMS) and associated RMS/MUFIDS database.

The following strategies are optional and can be exercised to extend the usable life of the systems, including:

- 1) Optionally, replace various peripheral components that are considered to have decreased performance with current airline mobile bar codes, or should be replaced for health and safety reasons.
- 2) Optional upgrade to Windows 10 for all CUPPS and CUSS equipment.
- 3) Optional extensions for Windows 7 Extended Security Updates.
- 4) Optional replacement of MUFIDS Display Device Controllers (DDC) with new low cost DDC's to improve reliability and security.

Unless specifically stated, existing components and procedures will continue to be utilized under this Support and Maintenance contract.

1.1 Location of Work

All works within this SOW are offered on the basis that a constructor's license is not required for performing on site work at JWA. For any works that are subsequently found to require a constructor's license, Materna IPS reserves the right to subcontract a vendor who has the relevant license and submit a Task Order request for the additional charges incurred, or request JWA completes the required work.

Where equipment has to be accessed for upgrades or replacement, this work is assumed to be undertaken collaboratively by Materna and JWA staff, if needed.

Materna IPS supplied software upgrades, support and maintenance and OS related tasks could be performed remotely via site-to-site VPN access. JWA will facilitate appropriate secure remote access to Materna IPS and Materna for such works. Materna will provide VPN connectivity requirements to JWA.

2 Support and Maintenance Details

2.1 Scope of Support and Maintenance

Materna will provide support and maintenance for the CUPPS system components and management of the maintenance strategy for the equipment detailed in the Section 5, Bill of Materials.

All physical networking infrastructure is supplied by JWA and supported by JWA. Materna's support and maintenance delimits at the network access point connection, which is provided by JWA. Materna is responsible for the configuration of the CUPPS physical and virtual network interface cards.

All power is supplied by JWA and supported by JWA. Materna's support for any powered device includes any low-voltage power supplies, the AC power cord and plug, up to the point where it plugs into either a UPS, PDU, or main socket.

2.1.1 Support Provision Overview

Materna IPS has a team dedicated to the support of all of the systems and services that it has supplied. This team will be responsible for providing support to all JWA based stakeholders or users of the system. The objective of this team is to ensure normal operation is restored as soon as possible and within the agreed SLA.

As part of this support agreement, Materna IPS's support team will ensure that service is restored within the defined SLA times from the logging of a call with the Materna IPS Service Desk. During any period of significant loss of service, the Materna IPS support team will provide status updates to JWA to inform on expected reestablishment of full operation.

Materna IPS will provide monthly reports to JWA detailing system problems and how such problems were rectified.

A process will be established for reporting problems such as software faults and for tracking their handling by the Materna IPS software engineering team.

Key features of the Materna IPS support package for the user are:

- 24x7 day Service Desk
- A call logging, and fault clearance tracking and reporting
- Prompt and defined response to all queries raised
- Fault priority and escalation procedures
- 24x7 infrastructure performance monitoring

- Response and Resolution times within defined SLA times
- On Site Administrator / Account Manager
- Additional Site Administrator

2.2 Service Delivery

Materna will continue the established collaborative Service Delivery methodology, incorporating Materna's resources working alongside with JWA's own Support Team. This collaborative approach is directed and managed by Materna's Site Admin / Account Manager, who is responsible for achieving SLA compliance with the resources available.

Materna will provide appropriate training, diagnostic tools and advice to the JWA Support team to deliver the required level of Incident resolution and preventative maintenance.

In the event that the approach proposed here is found to be insufficient to meet user expectations for support of the system, then this will be escalated to JWA through the regular Service Delivery review meetings.

2.3 Role Accountabilities

The following roles collectively make up Materna's Service Delivery capability for JWA.

2.3.1 Vice President of Operations, North America

Overall end-to-end accountability for Materna's Service Delivery approach.

2.3.2 Service Account Manager, North America

The Service Account Manager will assist with any concerns during the duration of the contract. The Service Account Manager will serve as a direct escalation point regarding questions or concerns. They will also monitor performance of the supporting teams and expedite delivery of the various service requests, if needed. They will also provide support for the overall product performance and act as a liaison with the various departments in Germany, as necessary.

2.3.3 Site Administrator/Account Manager Job Description and Duties

Materna will provide two (2) full-time site administration/account manager positions for JWA airport. These individuals will support CUPPS, Airlines, and others (called stakeholders), as defined in the job duties, functions, and responsibilities listed below. This will ensure continuity of operations and ensure delivery the technical changes to the JWA CUPPS system as described in the Materna and JWA contract and this SoW. All activities will be in complete coordination with the JWA IT Manager and local JWA Support Team. The Materna site administrators/account managers will manage the site during JWA operational hours. The Materna site administrators/account manager's on-site operational hours will be scheduled in collaboration with JWA. The schedule will consist one (1) individual for eight (8) hours per day occurring seven (7) days a week. The Materna site administrators/account managers will alternate offsite support to ensure coverage is provided to assist the 24/7 Materna Service Desk with Critical or Important issues as defined in Section 3.2.1, Priority Classifications. Materna and JWA agree that schedule coordination should be handled locally and agreed upon between Materna VP of Operations and JWA IT Manager.

The agreed service level agreements for response and restore times are defined in Section 3.4, Service Level Agreement and Invoice Deductions.

Monthly, Quarterly, and Bi-Annual meetings are defined in Section 3.18, Service Meetings, will provide the forum to review schedules, SLA and technical issues as well as future work (e.g. power outages) in the next month or quarter. These meetings will ensure that Materna and JWA Manager remain engaged in schedule planning, SLA reporting, and any other topics related to Materna's scope of work.

Using the diagram in Section 3.2.3, Incident Process, both the site administrators/account managers and the JWA Support Team will be contacted by the Materna 24/7 Service Desk when calls and tickets are registered from JWA airlines or other authorized callers from JWA. JWA Support Team will be contacted for hardware issues and the Site Administrator/Account Manager will be contacted for software and server related issues. This also applies to work efforts needed for 3rd level support needed from the Materna Technical Engineers and Development support. This escalation and coordination process is for all systems supported by Materna.

Materna will ensure that the additional Site Administrator/Account Manager has been hired 30 days before the start of the contract to ensure training has been completed. Site Administrator/Account Managers must have 1 year of IT industry experience. Materna will also ensure that if a Site Administrator/Account manager is on leave that Materna will provide additional onsite coverage for the days of leave. This will also apply to a Site Administrator Account Manager who is terminated. These situations will be discussed at the monthly meetings with JWA IT Manager.

The following describe the functions of the Site Administrator/Account Manager. There may also be changes to this functional list of requirements based on operational and/or technical issues that arise at JWA. These changes to or additional work functions need to be agreed between Materna, VP of Operations and JWA IT Manager.

1. Located at JWA with office space provide by JWA.
2. Materna's on-site interface to JWA, reporting duties to Materna IPS USA HQ

3. Provide direction to JWA's local Support Team in delivering service to the end user.
4. Site Administrator/Account Manager will recommend spare management. Spares will be purchased by Materna under TO budget with JWA or JWA direct purchase.
5. Site Administrator/Account Manager will be the airline and JWA's main point of contact and first escalation point for the functional topics as defined in this list of job functions.
6. Ensuring shortest possible restore times escalations to Materna specialized resolver groups, when necessary.
7. Communicating with the airlines and JWA to understand business and technical requirements.
8. Maintain accurate records pertaining to the inventory and all relevant account documentation.
9. Resolve complaints and prevent recurrence of repetitive issues.
10. Extensive product knowledge of airline systems and common use systems.
11. Regular meetings with airline station managers to discuss CUPPS, CUSS, and MUFIDS/RMS projects.
12. Regularly monitor status, health and performance of the CUSE servers, ensure applicable patching is performed.
13. Check and validate any alerts received from Materna monitoring system and ensure findings are reported back to Materna HQ for support, as required.
14. Network testing to the Airport demarcation point, when required, for fault finding for CUPPS workstations.
15. Determine source of network issues (local or host).
16. Triage network configuration issues with both airline IT and airport IT.
17. Perform Disaster Recovery monitoring and execution, as required.
18. Pro-active monitoring of all systems to discover any issues that might have negative impact on service and infrastructure operations.
19. Following CUSE workstation setup plans, maintain commonality throughout the CUSE environment.
20. Assist with implementation of new airlines, agents and airline applications on the CUSE system and updates for existing airlines, when needed.
21. Provide assistance in setting up workstations or replacing on the CUSE platform.
22. Update, add and remove common use certified airlines and required peripherals on the CUSE platform.
23. Assist various support levels with fault-finding activities for airline systems when reported.
24. Act as hands and feet for remote support and service engineers, as necessary.

25. Provide supporting role in JWA change management process, as necessary.
26. Conduct required diagnostics and report and escalate technical problems, which cannot be readily resolved and track through to resolution.
27. Provide support for power outages, either scheduled or non-scheduled, as required.
28. Provide support for CUSE platform maintenance, either scheduled or non-scheduled, as required.
29. Regular and ongoing onsite equipment repair for peripheral equipment devices to maintain adequate and recommended “working” spare quantity listed in 5.1.1.
30. Process MUFIDS and RMS changes and implement images.

2.3.4 Materna Service Desk

Materna's Service Desk operates 24 hours a day, 7 days a week and 365 days per year. The Service Desk shall accept emails or phone calls for failure reports from JWA and for each call opens trouble ticket. The trouble tickets are store in a customer-specific database with customer-specific history for further investigation by the technical team. The Materna Service Desk is located in Dortmund, Germany and the Service Engineers speak and read English.

Once the trouble ticket is logged into the reporting system, technical support will take the next step of investigation to determine the root cause of the reported problem. Failure reports and trouble tickets can be reported to Materna using the following email address and/or phone number.

- **Email: ServiceDesk@materna-communications.com**
- **Phone: +1 (844) 517-4246.**

JWA will be informed about the result of the analysis and will receive a hot fix, if the reported problem was a genuine software problem. JWA to have the capability to access reporting.

2.3.5 Local JWA Support Team

Local JWA IT teams currently, and will continue to provide Level 1 on-site support.

1. Materna Site Admin/Account Manager will address any resource concerns with CUPPS Sr. Technologist or IT Manager.
2. Based on-site at JWA between the operational hours of 05:00-22:30 x 7 days per week
3. Expected to address CUPPS system or user incidents as a First priority (i.e. a higher priority than any other JWA assigned tasks)
4. Are first responders when on-site response required as directed by the Materna Service Desk personnel
5. Responsible for escalating incidents to the Materna Site Admin

6. Responsible for providing feedback to users on fault resolution
7. Responsible for initial resolution of user issues such as log in, program access, peripheral access, replacement of defective peripheral hardware
8. Responsible for delivering Planned Hardware Maintenance schedule recommended by the Materna Site Admin

3 Service Level Agreement

3.1 Services

Materna IPS will perform the scope of services defined below in order to meet and exceed the service levels that are applicable to all common-use systems currently in operation at JWA, and prevent / eliminate faults as defined in the Service Level Schedule.

The Service Level Agreement (SLA) services provide:

1. Levels of service provided by Materna IPS to JWA for support of the accepted production version of the deliverables in accordance with the terms and conditions of the Agreement.
2. The fault maintenance process for software components produced by Materna IPS. Enclosed third party software components have to be covered by appropriate servicing contracts, under the management of Materna. Supplied software is listed in the Agreement.

The JWA CUSE infrastructure is continuously monitored from Materna's 24x7 remote team. Any housekeeping or potential fault rectification will be performed outside of operational hours as much as possible.

Materna requires the JWA Support Team to be available on site during operational hours and that they are able to support the required SLA conditions. In the event that an SLA is unresolved due to the unavailability of the JWA Support Team (or due to conflicting priorities outside of the control of the Materna Site Administrator/Account Manager) then this SLA breach will not incur penalties and will be tabled for discussion at the next scheduled Service Review meeting.

3.2 Description of Service Levels

There will be a priority classification assigned to each incident reported at time of initial contact to the Materna Service Desk. These priority levels are based on severity of the problem, business, operational or reputational impact to the JWA and the traveling public. Priority levels will need to be agreed by both Materna IPS Service Desk and the reporting party in order to determine appropriate response/resolution times. The assigned service level is confirmed to the requestor via email. If the priority of the problem

requires adjustment, the requestor or other authorized JWA authority need to contact the Materna Service Desk, identify the report or incident in question and request change of priority classification. The fault(s) description(s) and other pertinent information will be kept in Materna IPS’s ticketing system and relayed to JWA during the regular reporting cycle.

3.2.1 Priority Classifications

Problems shall be managed according to the severity of the problem. The following table provides a description for the different priority level categories:

Priority	Description	Examples
Priority 1: Critical	The entire system is completely unavailable, or performance problems are preventing use of the system.	No workstations or kiosks are available to process passengers. Major server / service outage.
Priority 2: Important	The system or a sub-system is partially disrupted, or is experiencing performance issues, but overall functionality is still available.	All kiosks down in a particular terminal or for an airline. Partial disruption to one or more airlines operating ability. Performance issues resulting in very slow transaction processing time, for example , server response time that are greater than 250ms per individual click.
Priority 3: Low Priority	The system or a sub-system has minor issue with minimal or no impact to the daily operations.	Single or few desks/kiosks/MUFIDS are impacted or intermittently unavailable. Peripheral and/or hardware failures.

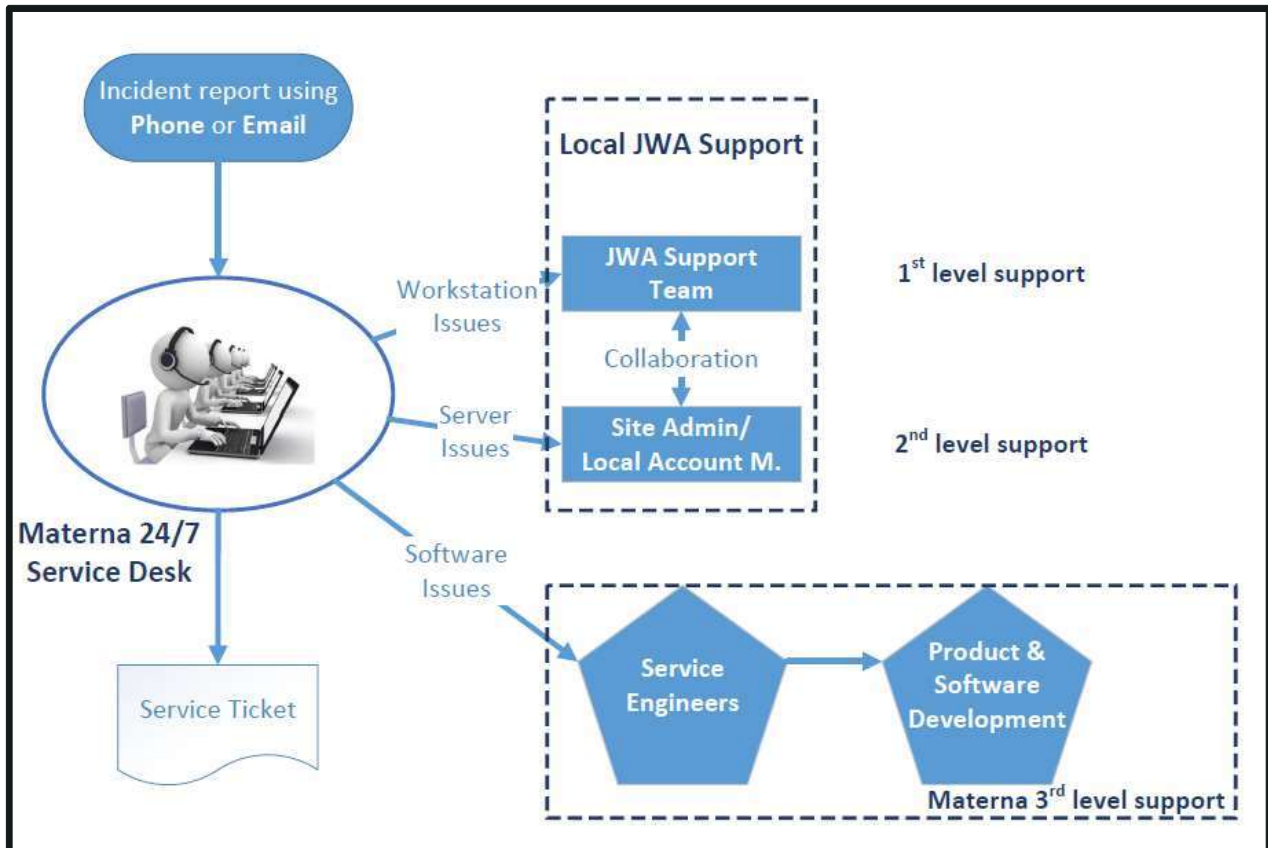
3.2.2 Incident Management

The purpose of Incident Management is to return the system in question back to service, enabling the customer to continue to use it. The purpose of Incident Management is to restore normal operation as quickly as possible and minimize the adverse impact on business operations thus ensuring the best possible levels of service quality and availability are maintained.

To carry out incident management, Materna has a team available on a 24x7 basis, to own and manage incidents through to resolution.

3.2.3 Incident Process

Materna will provide 24/7 support for JWA and its users via the Materna Service Desk. The Service Desk will make best efforts to collect all necessary information based on caller information. The Incident Report Form (Appendix A) outlines all information that is expected for efficient resolution, at the time of placing the incident report. Upon first contact, the service desk will identify the nature of the issue, log all of the provided details into Materna’s internal service management tool and escalate to the appropriate party for resolution. A simplified diagram of the various support teams and incident escalation process can be found below:



Materna Service Desk: Materna IPS Service Desk provides a single interface to JWA. Materna IPS Service Desk requires that all information regarding the incident be accurately provided at the time of the call or in the email sent to the Service Desk. Materna IPS Service Desk then creates a trouble ticket and dispatches the trouble ticket to the Local JWA Support team for hardware issues. Trouble tickets related to system recovery including but not limited to restarting kiosks, servers or other communication equipment will be escalated to the L2 Site Admin/Account Manager at JWA. Problems that cannot be resolved at this level will be escalated based on the nature of the incident.

JWA Local Team: All hardware and workstation issues (e.g. issues with peripherals, consumables, issues likely related to network and connectivity, etc.) will be escalated to the JWA Local IT Team for investigation and resolution. The JWA Local Support Team will do their best to provide final resolution to the issue. The Local Support Team will escalate to Site Administrator/Account Manager or JWA Networking Team as might be necessary.

Site Administrator/Account Manager: If the JWA Local Team is unable to provide resolution, they will seek further assistance from and provide details of their investigation to the Site Administrator/Account Manager based on the results of their investigation. The Site Administrator/Account Manager will continue to investigate and provide resolution or further escalate to specialists as might be necessary.

Materna 3rd Level Support Teams: All issues related to software and product problems (e.g. software bugs, performance problems, database, configuration, etc.) will be escalated to the 3rd level support teams, based in both the U.S. and Germany. These teams provide remote support and assistance to various sites and are assigned their tasks based on the priority levels of various incoming requests. The 3rd level support consists of the following main functions:

Materna Service Engineers Team: Materna IPS Service Engineering Support is provided by Materna IPS's highly qualified service engineers. They have all the tools and knowledge base to analyse problems in detail including but not limited to evaluating traces, log files, and assist with PCI compliance items and audits. Service Engineering Support is provided remotely. Problems that cannot be resolved at this level will be escalated to Software Development Support.

Materna Product & Software Development Teams: the product specific development teams provide Materna IPS Product & Software Development. They analyse and correct software bugs and responsible for the development of the platforms installed at JWA.

3.2.4 Support Response Teams Availability

For the Support, the following are the Service and Response Times:

Service	Availability
Service Desk*	24 hours / 7days
Technical Support (Service Engineers Team)	15 hours / 7days, 20:30 – 11:30 (PST)**
Development Support	10 hours / 5days, 22:30 – 08:30 (PST)

* To carry out incident management, Materna has an on-call team on a 24x7 basis, to own and manage incidents through to resolution

** Technical resources can be made available outside of the above-described hours for specific service requests

3.3 Escalation Process

Materna IPS generates a standard internal escalation process automatically.

Should the normal means of raising an issue be unsatisfactory, or the response received by the user not reasonably deemed to be adequate, the escalation path will be followed as shown below:

In addition to the defined service levels, the escalation process can be invoked automatically by certain rules, which are created in the service management tool for each individual site, such as a critical number or percentage of workstations, a particularly critical single item, or even by a certain time such as a busy day, time, or season. These rules are created in collaboration with the JWA or their nominated representatives during the project phase, and then reviewed regularly during normal operation as required with the Site Administrator/Account Manager.

Order of Escalation	John Wayne Airport	Materna IPS
Before expiry of Target Restore Time in case of P1 & P2 incidents	Von Hester Senior Technologist vhester@ocair.com +1 (949) 252-6064	Site Admin / Account Managers
2	Jessica Miller IT Manager, Operations jmiller@ocair.com +1 (949) 252-5294	Balázs Csongrádi Head of Technical Solutions Balazs.csongradi@materna.com +1 (980) 666-9019
3	Scott Hagen Deputy Airport Director, Operations shagen@ocair.com +1 (949) 252-5241	Daniel Dunn VP Operations North America Daniel.Dunn@materna.com +1 (202) 351-9647

If an outage exceeds the service levels, all interested parties will be notified.

Furthermore, during an incident, should an SLA be breached, or close to being breached, the escalation process will be invoked.

3.4 Service Level Agreement and Invoice Deductions

In the unlikely event the incident resolution process taking longer than the prescribed service levels and committed resolution times outlined, various financial deductions can be applied.

The below table shows the breakdown of possible deductions to the monthly invoice, covering the previous calendar month, plus 5 days prior to, as presented and approved by JWA prior to invoicing should Materna

not meet the defined service levels. These deductions are not applicable to issues that are outside of Materna's control or scope of responsibilities.

The maximum total service invoice deduction applied by the JWA shall not exceed 30% of the monthly service fee or 15% of the annual service fee cumulatively for each contracted year of support except for on-site coverage absent deductions.

Overall System Availability Service Levels	
Unavailability of 2 or more major system functions for more than 15 minutes.	Offset: 1.5% of the amount billed this month for each (15) minute period or fraction thereof a system is unavailable.
Unavailability of any major application (CUTE or CUSS or CUPPS or MUFIDS) for more than 2 hours.	Offset: 10% of the amount billed this month for each (2) hour period (or fraction thereof) an application is unavailable.
Unavailability of any primary server for more than twenty four hours	Offset: \$2,000
Unavailability of any backup server for more than forty-eight hours.	Offset: \$1,000
Gateway Availability	
Unavailability of any gateway system or external data connection for more than 24 hours	Offset: \$1,000 per 24-hour period or fraction thereof
Workstation Availability (including attached required peripherals)	
Any individual workstation or kiosk not available for use for more than 24 hours.	Offset: \$500 per 24-hour period or fraction thereof.
Any individual workstation or kiosk has 4 or more trouble calls in any 30-day period (+ 5 previous month days).	Offset: \$300 per incident.
Gates with 2 workstations: Both workstations are simultaneously not available for more than 30 minutes.	Offset: \$500 per one (1) hour period or fraction thereof.
Gates with 4 workstations: 3 or more workstations simultaneously unavailable for more than 30 minutes.	Offset: \$500 per one (1) hour period or fraction thereof.

Display Availability	
Any individual CUTE workstation / CUSS kiosks / MUFIDS display not available for 72 hours.	Offset: \$500 per 72-hour period or fraction thereof.
Response Time Exceeded	
Critical trouble call response time exceeds the defined time (below) (Priority 1)	Offset: \$1,000 per incident
Important and Low Priority trouble call response time exceeds the defined time (below) (Priority 1 and 2)	Offset: \$500 per incident
Critical Trouble Call Response Times (Priority 1)	
The on-site response time for a Critical Trouble Call during JWA hours of operation is two (2) hour or less between the time the problem is reported to Materna Service Desk and the time a Site Administrator/Account Manager is at site of trouble ticket location.	
The on-site response time for a Critical Trouble Call during JWA hours of non-operation is four (4) hours or less between the time the problem is reported to Materna Service Desk and the time a Site Administrator/Account Manager is on site.	
During JWA hours of operation, the remote services and diagnostics should commence within fifteen (15) minutes following notification to Materna Service Desk of a malfunction by JWA or by way of remote monitoring.	
During JWA hours of non-operation, the remote services and diagnostics should commence within one (1) hours following notification to Materna Service Desk of a malfunction by JWA or by way of remote monitoring.	
Critical trouble calls are to be resolved within twenty-four (24) hours following notification to Materna Service Desk of a malfunction by JWA or by way of remote monitoring discovery.	
Important and Low Priority Trouble Call Response Times (Priority 2 and 3)	
The on-site response time for Important and Low Priority Non-Critical Trouble Call is twenty four (24) hours or less between the time the problem is reported to Materna Service Desk and the time the Materna Site Admin / Account Manager is on site.	
During JWA hours of operation, the remote services and diagnostics should commence within two (2) hours following notification to Materna Service Desk of a malfunction by JWA or by way of remote monitoring for Priority 2 calls and four (4) days for Priority 3 calls.	

During JWA hours of non-operation, the remote services and diagnostics should commence within two (2) hours of the start of the next day's hours of service operation following notification to Materna Service Desk of a malfunction by JWA or by way of remote access.
Non-critical trouble calls are to be resolved within ninety-six (96) hours following notification to Materna Service Desk of a malfunction by JWA or by way of remote access discovery.
JWA PCI audit reporting and response
Provide the requested PCI documentation within two (2) business days. Offset: \$500 per 24-hour period or fraction thereof
On-site Coverage (Onsite technician must have at least 1 year applicable IT experience and able to perform all duties listed in 2.3.3)
Absent onsite coverage hours greater than 2hours or more per week (of the 56 total) will result in a \$125 per hour deduction. Schedule accommodations will be allowed for emergency situations with concurrence between JWA IT Manager and Materna VP of Operations (or their designee's)
Remote work to substitute daily onsite hours is not an acceptable provision, unless there is a need for a rare event with concurrence from the JWA IT Manager or under extraordinarily circumstances (COVID-19). These situations will need concurrence between JWA IT Manager and Materna VP Operations

3.5 SLA Coverage

The SLA applies to the following systems and sub-systems as described in Section 4, *System Design Description*.

3.6 Support Precondition Requirements

JWA has legally purchased the licensed CUPPS and CUSS software or acquired an appropriate right to use the product. At any time, the software to be maintained under this contract has to be in original condition or only modified by Materna.

Materna IPS may reject maintenance and / or support, if, the licensed software has been modified by JWA or a third party without prior consent of Materna IPS.

3.7 Change Management – Planned Changes (Change & Configuration Management)

All changes will be correctly documented according to pre-defined process, and must be fully approved by both parties.

A JWA IT Change Request Form (Attached) (*not be confused with the County of Orange Change Request Clause*) is also completed by the Materna IPS Site Administrator/Account Manager and submitted for approval to JWA. Normal Change Requests require a minimum 3 days in advance. If it is less than 3 days then an Emergency Change Request is raised and indicated on the JWA IT Change Request Form

Materna IPS and/or JWA will then communicate the required Change to all stakeholders in most cases at least 3 days prior to the agreed change date.

3.8 Unplanned Changes (Incident and Change Management)

Any change to the system, which is not planned as per the Change Management process is defined as an emergency change and is usually in response to an Incident.

All emergency changes must still be approved (by someone representing the customer, by a technical proposer and a Materna IPS representative) and completed in the service management tool after the event, with a link to the original incident.

All planned, unplanned, completed (and any failed) changes will be documented in the monthly service review document, presented by the Site Administrator/Account Manager – who, if required, can be supported by conference call by the relevant team. Information can also be requested “ad-hoc” by the customer, through the Incident Management Team or via the Site Administrator/Account Manager.

3.9 Preventative Maintenance

Materna will fully train the JWA Support Team personnel in preventative maintenance for equipment delivered to JWA. Materna’s Preventative Maintenance Program (PMP) is designed to keep the equipment running at maximum efficiency, thus reducing the number of faults encountered ensuring that day-to-day airline and airport operations are not disrupted. The results of PMP reduce incidents of equipment failure. Additionally, PMP regular activities result in cost savings for JWA.

The PMP is defined in Sections 3.9.1 to 3.9.3:

1. JWA provides the schedules based on the recommended PMP provided by Materna.
2. JWA’s Support Team undertakes the PMP activities following the weekly, monthly and quarterly recommendations.

3. The JWA Support Team will ensure that Materna Site Administrator / Account Manager is aware of operational issues discovered during their PMP activities that may need to be addressed by Materna.

3.9.1 Self Service Check-in Kiosk Preventative Maintenance Activities

Monthly Checks

1. Clean screen
2. Check printer print quality
3. Clean Passport Reader, Barcode Reader, and Credit Card Reader
4. Monitor general condition & clean when necessary clean dust from vent holes
5. Test for normal operation

Quarterly Checks

1. Blow out dust from inside the kiosk and clear all dust from ventilation fans including pedestal fans
2. Calibrate touchscreen

3.9.2 Common Use Workstation Preventative Maintenance Activities

Monthly checks

1. Clean all dust from IGEL Thin Clients
2. Printers should be thoroughly cleaned inside and out, check the print quality and clean the print heads
3. Inspect all cables for any visible damage and worn parts
4. Replace ribbons and print heads as necessary
5. BGRs should be thoroughly cleaned
6. Blow dust away from beneath the keys on keyboards, Clean MSR/ OCR
7. Clean Monitors
8. Test for normal operation

Quarterly checks

1. Inspect for heat damage
2. Clean all dust from IGEL Thin Clients

3. Calibrate eLO Monitors
4. Monitor general condition & clean when necessary clean dust from vent holes

3.9.3 MUFIDS Devices Preventative Maintenance Activities

Quarterly checks

- ✓ Monitor general condition of MUFIDS Screens and PC's
- ✓ Clean dust from vent holes and inspect for heat damage

3.10 Maintenance & Repairs of Equipment

The Site Administrator will undertake equipment repairs on an as needed basis. This means JWA will not have to buy warranty extensions, only maintain existing / recommended spare stock levels for existing assets.

3.11 Out of Warranty Asset Maintenance (Task Order Process & Budget)

Assets installed at JWA will either have been procured under the original CUPPS project (Old Assets), or will be procured as part of this SOW (New Assets). Old Assets will become 'Out of warranty' during the term of this SOW, while New Assets will be purchased with a warranty that lasts the term of this SOW.

The responsible party for the replacement of Assets considered Beyond Repair and not covered by a Warranty will be as follows:

If any Asset fails after the beginning of 1st June 2020 then the responsibility for replacement will be with JWA and effected via the Task Order Process or JWA direct purchase.

In either event, after the replacement of the failed device, the ongoing responsibility for managing the repair process (either locally or via warranty) is undertaken by Materna IPS. Materna IPS will also maintain an Asset register that clearly identifies each Asset and its corresponding Warranty status so Materna can advise JWA of the gradual warranty expiration period and recommend replacement per the County contract provision (EOL software/hardware)..

In the event that the contractual cumulative task order value is exceeded prior to the end of the contract then JWA would be responsible for any additional costs.

Details of the total Task Order Budget are contained in the Pricing Attachment.

For clarification, the following items are assumed to be in the task order equipment list:

1. ELO Touch Screen / Spares
2. Handheld Scanners / Spares – Desko
3. Boarding Gate Readers / Spares – Desko
4. Lexmark 512 Document Printers / Spares – Lexmark
5. ET6500 Printers / Spares 2016 – Unimark
6. USB Serial Device
7. Integrated keyboards
8. 24" MUFIDS Display
9. 32" MUFIDS Display
10. 40" MUFIDS Display
11. 42" Outdoor MUFIDS Display
12. 46" MUFIDS Display
13. 55" MUFIDS Display
14. USB Serial Device
15. Integrated keyboards
16. MUFIDS DDC's
17. Any effort required that is not a defined responsibility of Materna IPS's within this SOW

3.12 Equipment Spares Stock

It is recommended to maintain spare equipment in stock. Spare equipment stock maintenance recommendation levels will be determined between Materna and JWA on an ad-hoc basis.

3.13 Faulty Equipment Strategy

The Materna Site Administrator/Account Manager's will maintain faulty equipment. Faulty equipment will be removed from operational use and bench repaired using components held in spares stock or purchased as necessary. The Materna Site Administrator/Account Manager will advise JWA when additional spares stock or components need to be purchased to maintain the levels necessary to ensure the operational equipment can be maintained at the levels required by the SLA.

3.14 Configuration Management Database

Materna IPS’s Service Delivery Team has the responsibility to maintain the Configuration Management Database (CMDB), which is used under normal change control. The configuration items held for the service provided at JWA include the airline applications (and version numbers) installed, the server platform software versions and licensing, and other important configuration items recorded as part of the change process.

The CMDB is available via Materna IPS’s service management toolset in read only format to the Site Administrator/Account Manager for reference purposes. JWA may request information reporting from this database on an ad-hoc basis.

3.15 Consumables Management

The following items listed in table below are considered consumables and are paid for by JWA.

Consumable Item	Monitored & Ordered By	Installed By
Bag Tag Stock	JWA	JWA
Boarding Pass Stock	JWA	JWA
Laser Printer Paper	JWA	JWA
Laser Printer Toner Cartridges	JWA	JWA
Laser Printer Drum Cartridges	JWA	JWA
Kiosk Paper	JWA	JWA
Cleaning Materials	JWA	JWA
Specialist Service Tools	JWA	n/a
Unimark Print heads and Platen Rollers	JWA	JWA
UPS Batteries	JWA	JWA

3.16 Monitoring

A combination of the following 3rd party tools will be used to provide in-depth monitoring of the CUSE back-end infrastructure. These tools are:

1. **Icinga** – Materna's monitoring tool is already in use for monitoring the CUSS kiosks for JWA CUPPs technicians and staff via email alerts. This will be further extended to the CUPPS servers and workstations.
2. **Tripwire** – this specialized 3rd party tool is already installed and configured to meet PCI DSS 3.2.1. Requirements for file integrity monitoring (FIM) for all CUPPS/CUSS devices including servers.
3. **Mosaic451** – Security log monitoring service provided and monitored by JWA. This is installed on all devices (Servers, CUSS endpoints and CUPPS). Mosaic451 monitors Window Event Logs, Application Logs and System Logs.

The combination of the above software tools, pre-defined, and agreed monitoring criteria between Materna and JWA will ensure all required system metrics are covered, and will provide real time information of health status and PCI compliance.

Icinga alerts generated will trigger engineers to perform investigations and report to JWA as part of the usual monthly reporting, or in real time depending on the severity of any incident.

Alerts can be configured and distributed to JWA stakeholders as required.

The following elements of the system will be monitored:

1. Server and Storage Hardware and Connectivity Faults;
2. Windows Services;
3. Windows Event Logs
4. Resource Utilization (CPU, RAM, Network, I/O); and
5. Network Connectivity (VLAN availability, airline circuit availability)
6. Virus Alerts
7. Application Logs
8. System Logs
9. File Integrity Monitoring (Tripwire)
10. Veeam backup Service Monitoring

Mosaic451 alerts will be monitored and stored by JWA for PCI auditing purposes.

3.17 Reporting

Materna IPS will provide monthly reports detailing incidents and service requests, containing the following items per fault:

1. Time of call to Materna IPS.
2. Call reference.
3. Location of fault (unique device identifier).
4. Details of fault reported.
5. Equipment type affected.
6. Airline
7. Action taken by Service Desk (e.g., passed to engineers).
8. Time of action taken by Service Desk.
9. Engineer's name (reference).
10. Descriptive details of fault found (dependent on Airline or JWA provided details)
11. Descriptive details of repair (dependent on Airline or JWA provided details)
12. Time resolved.(dependent on JWA or Materna technician ticket closure accuracy)
13. Engineer's comment

The Materna IPS Site Administrator/Account Manager also compiles a Monthly CUPPS Usage Report to accompany the Monthly Service Report. This report is sent to the JWA IT Manager, Materna IPS Head of Service and Support and Head of Materna IPS Service Desk Operations for review and approval. Once agreed and finalized, the Head of Service and Delivery submit these reports for payment.

Materna IPS will continue to compile and present the service level compliance report on a monthly basis provided to key JWA stakeholders. The report will be made available prior to invoicing and the onsite account manager will be made available to discuss any concerns and address any preventative measures.

Reports for previous month are due by the 7th of the following month. (i.e. January monthly reports due by March 7th).

3.18 Service Meetings

Materna IPS will hold the following meetings with JWA as a mechanism for review of service performance.

3.18.1 Monthly Service Reviews

The following agenda items need to be covered in the Monthly Service Reviews.

1. Comprising Materna Site Administrator/Account Manager and JWA Sr. Technologist and IT Manager.
2. On-site meeting at JWA.
3. Review Service Performance during the previous month.
4. Review SLA Compliance Report.
5. Review Patching and vulnerability status (for PCI compliance).
6. Review PCI monthly checklist.
7. Review compliance with Planned Maintenance Program.
8. This meeting will also review upcoming Project delivery tasks in consideration of ongoing operational management of the CUPPS system and available spare capacity of the JWA Support Team.
9. Staffing coverage and/or upcoming planned absences for site Admin(s).

3.18.2 Quarterly Technical Board Meetings

The following is the proposed agenda for the Quarterly Technical Board Meetings.

1. Comprising of Materna's Site Administrator/Account Manager, Materna's functional managers (as appropriate) and designated JWA individual(s).
2. On-site meeting at JWA and/or conference call.
3. Review Application updates available from Materna IPS.
4. Discuss ideas concerning improving technical or functional capability of the system.
5. Review PCI/Vulnerability program, or on an ad hoc basis, as necessary.

3.18.3 Bi-Annual Executive Meetings

The following is the proposed agenda for the Bi-Annual Executive Meetings.

1. Comprising Materna President of Americas, Materna VP Operations, and JWA staff as appropriate.
2. On-site meeting at JWA and/or conference call (at JWA's discretion).
3. Review issues or concerns arising from both the Monthly Service Review and Technical Board meetings.
4. General review of performance against expectations.

3.19 PCI DSS Audit Support

Materna will provide support for the annual PCI DSS Audit against PCI DSS version 3.2.1. Materna's PCI areas of specific responsibility are outlined in the CUPPS PCI Matrix of Responsibilities (Appendix B). The amount of PCI DSS Audit support hours required e.g. the provision of evidence; screenshots, logs, and interviews to the auditor for up to 25 days of effort annually is included in this scope of work. Labor exceeding 25 days annually will be billed to the County per preapproved task order.

Materna will use its best endeavors to maintain the CUPPS platforms' PCI DSS compliance. PCI DSS compliance for the avoidance of doubt means:

1. System is installed in a compliant manner
2. System is maintained to be compliant
3. Deficiencies are remedied at no charge

Changes in the PCI DSS specification that result in CUPPS system changes (which may include procurement of additional hardware or software) will be recharged to JWA.

In the event the PCI DSS requirements are conflicting with IATA CUPPS / CUSS standards, these conflicts will be discuss with JWA so appropriate decisions can be made.

Provide monthly PCI DSS v3.2.1 checklist 12.11 to attest service provider (Materna) is performing their services for the JWA CUPPS system stated in the Statement of Work related to PCI Compliance.

3.20 Existing Chip and Pin Credit Card Readers

Materna will validate the existing 250 EMV chip and pin devices in-stock and support deployment when readiness is agreed with all the airlines.

3.21 Operating Systems

3.21.1 Extended Security Updates (ESU) and Migration to Windows 10

Materna is planning to migrate all client workstations and kiosks from the existing Windows 7 operating system to Windows 10 in the course of 2020. This migration is dependent on the readiness of the airline applications and agreement with the airlines and JWA. Assuming airlines have not migrated to Windows 10 by start of contract term (June 1st, 2020), Materna will purchase Extended Security Updates (ESU) for all workstations and kiosks prior to the current coverage ending to maintain active support.

In addition, due to the current Microsoft licensing policies, it might be necessary for JWA to purchase the Windows 10 licenses directly from Microsoft. In this case, Materna will reimburse JWA for these license costs.

3.21.2 Server Update

The evaluation of this recent request of upgrading certain servers is in progress. The servers with W2012R2 and W2012R2-Core as Operating System in Section 4.2.2 will be upgraded to Windows Server 2016 via Task Order for services labor. Microsoft upgrade licensing for 2016 will not be charged.

4 System Design Description

The endpoints consist of 245 thin client CUPPS workstations with all peripherals to enable airline check-in and boarding operations, and 143 CUSS kiosks distributed in the 3 airport terminals for efficient processing of passengers and reducing waiting times for the traveling public. This will also include MUFIDS and RMS.

4.1 Server Hosting, Operation of Servers and Hardware list

[Redacted text block]

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

1. [Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
2. [Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
3. [Redacted]
[Redacted]
[Redacted]
[Redacted]
4. [Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
5. [Redacted]
[Redacted]
[Redacted]
[Redacted]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

4.3 Back-End Storage Infrastructure

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

4.4 List of Infrastructure Services

[REDACTED]

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]
7. [REDACTED]
8. [REDACTED]
9. [REDACTED]
10. [REDACTED]
11. [REDACTED]
12. [REDACTED]
13. [REDACTED]
14. [REDACTED]

- 15. [REDACTED]
- 16. [REDACTED]

4.5 Software

[REDACTED]

- 1. [REDACTED]
- 2. [REDACTED]
- 3. [REDACTED]
- 4. [REDACTED]
- 5. [REDACTED]
- 6. [REDACTED]
- 7. [REDACTED]
- 8. [REDACTED]

4.6 List of Airlines on the CUPPS System

The following list of airlines are currently on the CUPPS system.

- 1. AA (American Airlines) - aa/aa – AA HUB
- 2. AS (Alaska Airlines) – as/as – AS Version 2.7
- 3. DL (Delta Airlines) – dl/dl - SNAPP
- 4. F9 (Frontier Airlines) – f9/f9 - GoNow
- 5. UA (United Airlines) – ua/ua – InfoConnect, AA Airport Apps
- 6. WN (Southwest Airlines) – wn/wn – Amadeus Altea
- 7. WS (WestJet) – ws/ws – Sabre Interact

4.7 Kiosk Certified Airlines

The following airlines that currently operate in JWA and are certified by Materna. Certification requirements are defined in Section 8.1, Certification Process and Charges.

1. American (AA)
2. Alaska (AS)
3. Delta (DL)
4. Frontier (F9)
5. Southwest (WN)
6. United (UA)
7. WestJet (WS)

5 Bill of Materials

This section defines the Bill of Materials (BOM) that are installed at JWA at the Materna IPS, USA takes over this contract.

5.1 CUPPS Workstations

JWA has and Materna IPS CUSE Enterprise (virtualized) installation of 245 thin client workstations with the peripherals connected via USB-Serial converters. The location of these workstations are as detailed in the below table:

Equipment Type	Location	Quantity
Agent CUSE Positions	Jet Bridge Gates	20 x 4 = 80
	Commuter Gates	2 x 6 = 12
	Sky Caps	3 x 6 = 18
	Ticket Counters	3 x 38 = 114
	Federal Inspection Services (FIS)	1 x 4 = 4
	Customer Services	5 x 2 = 10
	Training / Preproduction	1 x 7 = 7
	Total	245

All workstations are fully common-use, available to all airlines with the same features respective to their locations.

5.1.1 Peripherals at JWA

The following provide the type and quantity for peripherals based on information received from ADBSG.

Hardware/Peripherals	Qty	Picture	Functional Spare Qty
iGel M310C Linux thin client	240		3% (8 pcs)
Desko keyboard	245		3% (8 pcs)
Unimark ET6500 printer	423		3% (14 pcs)
Unimark ET6500 printer with RFID module for Delta Air Lines	24		10% (2 pcs)
Dell B2360dn	47		3% (2 pcs)
Desko/Honeywell 1900G Boarding Card Reader	245		3% (8 pcs)
Desko 604 Boarding Gate Reader (BGR)	60		6% (4 pcs)

5.2 CUSS

Equipment Type	Location	Quantity
CUSS Kiosk Positions	Lobby	38 x 3 = 114
	Window	6 x 3 = 18
	Baggage Claim	1 x 2 = 2 (A & B only)
	Customer Services	A, B, C = 8
	Lab	1 x 1 = 1
	Total	143

5.3 Kiosk Spares

The following table shows the kiosks spares that currently exists and is deemed sufficient for the life of the SOW.

Device	Percentage Spares	Qty Spares
Dell PC	3%	9
19" LCD Touchscreen	3%	9
Internal service keyboard	3%	9
Ingenico Chip and pin pad	3%	9
Ingenico EMV card reader	3%	9
Speakers and amplifier	3%	9
3M passport reader	3%	9
Custom KPM180 printer	8%	18

5.4 Multi-User Flight Information Display System

The MUFIDS will be designed in a way that facilitates a hands-off approach. It will function with as little manual intervention as possible. Specifically, flight information for airlines at JWA should be populated and updated automatically via JWA's OAG / Flight view data source. A hosted server will be provided by TSI. System configuration will be done through a web interface accessible by any authorized user on the appropriate network. Flight information will be displayed on monitors to be located throughout the Airport for a total of 400 displays.

The MUFIDS system will connect to the cloud infrastructure using public internet connections. These are secured within the application. No other dedicated connectivity is required however; outbound TCP ports 80/443/8080/9915-17/8034-37 will need to be opened.

The MUFID System:

1. Shall allow basic configuration through a standard web browser.
2. Shall have access control, with adjustable permissions and logging.
3. Shall be able to export live data to be displayed on the Airport's website
4. Shall have display interfaces that are remotely configurable, and only require power and network connectivity to function.
5. Unlimited user log in. Secure and tiered security access allowing Airline access if required. -Gate Request function allows all stakeholders in the Gate Management process to collaborate seamlessly in using shared resource. It enables an operator to 'Request' the usage of a Gate from its owner and for the Owner to either Accept or Reject that request with a Reason.
6. Shall be simple and intuitive so that appropriate airline employees can view or modify information with little training.
7. Shall be easily expandable, so that adding a new display does not require extensive configuration.
8. Shall have the ability to display data in multiple languages.

5.5 MUFIDS Display Device Controllers (DDCs)

The majority of the MUFIDS Display Device Controllers (DDCs) are nearly 10 years old and require increasing maintenance. In addition, they are running an unsupported version of Windows 7 and ongoing patching (if available) is not practical. Therefore, an option to replace these DDC's with an alternative low cost and current device is included and, if selected, will form part of the project work for transition.

Should this replacement occur, the DDC's will all need to be replaced at once and this effort will be planned to cause minimal disruption to the operation at JWA.

5.6 Resource Management System

The RMS system is a web-based solution hosted, served and run on cloud infrastructure. When using the system, users connect to the cloud and run the RMS application over a secure internet connection using https encryption on port 443 (https), no other port or connection is required. Each airport is given a specific airport domain(s) that they use to access the cloud system and these are secured by individual firewalls with strict port controls and access, increasing the security of the application.

Implementation will be undertaken remotely within 4-6 weeks, with the following sequence of implementation tasks:

1. Provision of space on the AWS Cloud.
2. Configure Interfaces for data acquisition - *OAG & SWIMs - *Subject to OAG Confirmation.
3. Setup Airport Users within the platform
4. Configure Initial Reference Data
5. Test Configuration
6. Distribute Access Details to users
7. System Training
8. Live
9. Support and Operational Phase
10. Functionality Review
11. Data Dependencies
12. Once these steps are complete, the system is ready for operational use throughout the agreed period.

RMS includes:

1. Real Time Data (From OAG) into the system to produce a gate plan (Gantt chart) based on airport-specific rules.
2. Creation of centralized data base
3. Ability for the system to send alerts when a gate conflict is created and capable of reallocating gate assignments from one gate to another via a drag/drop method.
4. Query tool for historical flight data/gate utilization information
5. Ability to manually input ad-hoc charter flight information for display on gate Gantt chart -Ability to change the rules per gate within the system
6. Automatic warning when rules are broken
7. Ability to add or remove gates and add remote hardstand areas to show in the system's Gantt chart.
8. Unlimited user log in. Secure and tiered security access allowing Airline access if required. Gate Request function allows all stakeholders in the Gate Management process to collaborate seamlessly in using shared resource. It enables an operator to "request" the usage of a Gate from its owner and for the Owner to either accept or reject that request with a Reason.
9. Map based view showing gate assignments in real time over a 24-hour period.

Additional RMS features excluded from the base package that are available as add-ons:

1. Forecast tool and future stand planning.
2. Stand outage management and planning of outages shown within the system for scheduled closures or temporary maintenance.
3. Tow Management allows airport to define and readily setup tows against specific flights and allocations, using simple point and click on the Gantt chart.
4. Mobile FIDS

AeroCloud FIDS solution is a new lightweight customer facing application providing detailed flight information via mobile devices. The mobile solution comes with the capability of tracking flights, filtering flights by destination, commercial/concession opportunity, parking opportunity and airport information in one application. This can be automatically branded in specific airport themes when a consumer is within a certain geofenced area of the surrounding location of the Airport.

- a. The App is supplementary to the current incumbent FIDS system and is not a replacement of it.
 - b. Comprises of 3 main features/screens – our initial view is Flight Data and Status, Map with location and Notifications with user driven scope to add more if needed.
 - c. All data will be derived from the central database within the IAM platform. Published via our own Aero Cloud Store Account(s).
5. Intelligent Airport Management
 6. Future planning element (beyond 7 days included in base package)

5.6.1 Gate Management Module

When a user logs in and access the Gate Management function, they are presented with the live Gantt chart display for the current day, which can be easily changed to any other date of their choice. The live plan on any chosen day is updated automatically in real time as underlying data is updated, without the need of manual refresh on the display. This feature draws user attention to live updates by visually highlighting allocations and flights that have recently changed on the Gantt chart.

AeroCloud RMS also presents the Gate Assignments in a Map View format so user is able to see physical occupancy of gates for any time of day or date.

The RMS system supports multiple organization structures and access control upon them. In the case of JWA, each separate department can be treated as a separate organization if they manage separate gates or have separate department users managed under one overall organization. There is no limit to the number of organizations that can be created in the system and each are able to update the Gate Management system simultaneously without restrictions.

Within the Gate Management Module, there is the ability to setup and define the airlines and “owners” of specific gates via the organization administration function. Depending on how the airport wants to operate the Gate Management Module, there is an ability to allow external airline users direct access to the system with the ability to manage their “own” gates. This control is via organizations and provides a powerful feature to control who is able to manage and operate a specific set of Gates. It is not mandatory that the system is configured in this manner by the airport, but it demonstrates the flexibility of the system to allow different types of users from different organizations to have controlled access into the Gate Management Module.

All data, historical or day of operations, + 7 days into future, is stored online. Users can easily revisit a point in the past using the main Gantt chart by selecting a date they wish to look at. This provides the ability to look at any historical data within the system without the need to load archive files etc.

5.6.2 Central Flight Management Module (IAM)

The Central Flight Management Module allows real-time view of operational flights and its data elements.

Users have the ability to manually create ad-hoc flights into the system via a Flight Management function in the IAM flight grid. Once created this flight is automatically added to the Gate plan Gantt chart for visualization and management.

5.7 MUFIDS & RMS Software Upgrade

The existing MUFIDS & RMS software (ADB Safegate) will be replaced by MUFIDS and RMS systems provided by TSI Systems and AeroCloud, using remote cloud infrastructure. This allows any local servers to be decommissioned and used as part of the equipment spares stock.

5.8 Baggage Input Console

The usage of existing Baggage Input Console is sporadic and does not provide consistent operational benefits. Therefore, the operation of Baggage Input Console will be ceased when the new MUFIDS/RMS systems are implemented.

6 Delivery Schedule

The following provide a summary of the items provided to JWA.

1. Configure Icinga Server Monitoring
2. Extend Existing Back-End Storage Infrastructure Support
3. On-Going JWA Spares Stock Replenishment

4. Business As Usual (BAU) Support And Maintenance
5. PCI-DSS Compliance Audit Support
6. Windows 10 Upgrade as soon as airline applications are certified and JWA is ready

7 Applicable Standards

7.1 Materna IPS CUSE/CUPPS

The Materna IPSCUSE software deployed at JWA will be compliant with the IATA CUPPS standard, versions 1.00, 1.01, 1.03.

7.2 CUSS

The Materna CUSS platform is compliant to the current version of the CUSS standard as published by IATA, at the time of writing this is version 1.3. Materna remains current with future CUSS standards and if/when, a later standard is released, during the life of this SOW, and then an upgrade to that standard will be planned if JWA intends to operate the system past the end of support date for the current version (1.3). Upgrades are predicated on the certification of the JWA airlines.

7.3 Americans with Disability act (ADA)

All Kiosks being proposed within this SOW will be, compliant with the current ADA legislation at the point of execution of the contract. Should any subsequent legislation require additional modifications for compliance then the impact of this will be negotiated and agreed on with JWA.

7.4 PCI-DSS

7.4.1 Kiosk

The kiosks will form part of a PCI DSS v3.2.1 compliant solution.

Materna will support Materna IPS Airport Systems and JWA to meet the requirements of a PCI-DSS Audit within its scope of work.

8 Task Order Process

The Task Order Process refers to the budget assigned by JWA for all items within this SOW that are not under the financial responsibility of Materna IPS, i.e. Materna IPS will manage the task but not pay for the time or asset required.

Examples of tasks within this SOW that may require a Task Order to be raised are:

1. Out of Warranty Asset Maintenance
2. JWA Network Upgrade Support
3. Additional PCI DSS Audit Support above allotted 25 hrs annually or for increased standards.

The process for a Task Order is as follows:

1. Materna IPS Site Admin / Account Manager makes JWA aware of the need for a task order invoice to be raised.
2. Materna IPS raises a Task Order Invoice with a clear justification of the need and relevance to JWA
3. JWA issues a written approval (or denial) for Materna IPS to procure the Asset or expand effort as required.
4. JWA issues a payment to Materna IPS within 30 days of the Task Order Invoice date

For clarification, the Task Order budget will be managed by JWA, Materna IPS's responsibility will only be to raise Task Order Invoices as and when necessary for the continued delivery of the requirements of this SOW.

8.1 RFID Bag Tag Printers / Baggage Tags

Due to special operational requirements, Delta Air Lines positions are equipped with RFID capable bag tag printers. While these printers are backwards compatible with the non-RFID equivalents and can be used at any agent position, they require special attention. There needs to be a separate spare stock of RFID modules or pre-programmed printers for hot-swap replacements if required. The local teams (JWA Support Team and Materna Site Administrator/Local Account Manager) in accordance with agreed procedures can undertake this programming activity.

9 Contact Information

Company	Person	Function
Materna	Gary McDonald 5323 Millenia Lakes Blvd. Suite 300 Orlando, FL 32839 (619) 724-9280	President, North America
Materna	Daniel Dunn 5323 Millenia Lakes Blvd. Suite 300 Suite 300 Orlando, FL 32839 (202) 351-9647	VP, Operations, North America
Materna	Balázs Csongrádi 5323 Millenia Lakes Blvd. Suite 300 Orlando, FL 32839 (980) 666-9019	Head of Technical Solutions, North America
Materna	Cliff Greenwood 5323 Millenia Lakes Blvd. Suite 300 Orlando, FL 32839 (407) 592-6046	Implementation Engineer



sales@materna-ips.com

www.materna-ips.com

© Materna 2020



CUSS & CUPPS Service Extension
Final Pricing
Version 1.10
Offer Number: A2002.4410.3792
John Wayne Airport

This document is protected by copyright.

All rights reserved, including the rights to translation, copies, and reproduction using photomechanical or electronic systems. Protected trademarks, brand names etc. are not explicitly stated as such in the text. The lack of such identifiers in no way implies that the terms are not free names as defined by applicable trade mark and brand name legislation.

Materna IPS USA Corp.
5232 Millenia Lake BLVD
Suite 300
Orlando, FL 32839
Gary McDonald, President NA

Phone +1 (407) 530-0953
E-mail sales@materna-ips.com
Web <http://www.materna-ips.com>

Document title: **CUSS & CUPPS Service Extension**
Version: **1.10**
Document number: **A2002.4410.37926**
Document status: **Final Pricing**

Table of Contents

1	Pricing and Commercial Proposal	3
1.1	One-Time Costs	3
1.2	Optional Items	4
1.2.1	RMS options (for 3 year subscription):.....	5
1.3	Recurring Costs per year (Service).....	6
1.4	Additional Work and Costs.....	7
2	Payment & Commercial Conditions	8
2.1	Payment Plan	8
2.1.1	The One-time costs shall be charged as follows:	8
2.1.2	Recurring Costs	8
2.2	Conditions of Sale	8
2.2.1	General.....	8
2.2.2	Currency and Payment Conditions	8
3	Contact Information	10

1 Pricing and Commercial Proposal

All prices given below are final only.

1.1 One-Time Costs

The following items will be charged for the project startup and transition period, and for use of the Materna systems for a 3-year term to May 31, 2023.

Item	Description	Qty	Unit Price	Total
101	System migration to Materna, testing and transition management <ul style="list-style-type: none"> - Documentation - Support process & SLA reporting - Transition support and operational readiness - On-site support, travel & accommodation 	1	\$ 170,000	\$ 170,000
102	CUPPS & CUSS Software application support <i>Including</i> <ul style="list-style-type: none"> - Software updates and patch management - Release management - Site update support for airline applications - Fixed term support package to 5/31/2023 	1	\$ 760,000	\$ 760,000
103	Alcatel Lucent Switch Support	4	\$ 4,148.50	\$ 16,594
104	Materna FIDS/AODB/RMS system delivery <i>Including</i> <ul style="list-style-type: none"> - Implementation & support - Fixed term subscription license to 5/31/2023 	1	\$ 469,338	\$ 469,338
Subtotal				\$1,415,932

1.2 Optional Items

Optional items are not included in pricing.

Item	Description	Qty	Unit Price	Total Price
201	eLO Touch Screen Replacement for all CUPPS workstations: eLO 2002L Touch screen 20" or equivalent Future display is similar / same form factor with 100mm VESA mount.	245	\$ 575	\$140,875
202	Comparable non-touch screen equivalent display replacement option: 22" Dell P2217H or equivalent	245	\$ 326.24	\$ 79,928
203	Renewal of Handheld Scanner to Access 1900G or equivalent	245	\$ 412.53	\$ 101,070
204	Renewal of Boarding Gate Readers to Desko 504 Pro or equivalent	46	\$ 1,237.61	\$ 56,930
205	Renewal of Integrated Keyboards Exchange of current keyboards with current model DESKO Neptune or equivalent	245	\$815.88	\$ 199,890
206	Replacing Integrated Keyboards with standalone MSR/OCR device: DESKO IDenty Chrom or equivalent	245	\$454	\$ 111,230
207	Windows 7 extended support to 6/1/20 to 5/31/2021	245	\$70	\$ 17,150
208	Additional year (6/1/2021-5/31/2022) of Microsoft Windows 7 Extended Security Updates CUPPS	245	\$120	\$ 29,400
209	Additional year (6/1/2021-5/31/2022) of Microsoft Windows 7 Extended Security Updates CUSS	150	\$120	\$ 18,000
210	Additional year (6/1/2022-5/31/2023) of Microsoft Windows 7 Extended Security Updates CUPPS	245	\$240	\$ 58,800
211	Additional year (6/1/2022-5/31/2023) of Microsoft Windows 7 Extended Security Updates CUSS	150	\$240	\$ 36,000
212	CUPPS & CUSS Software Upgrade to Win 10 <i>Including</i> - Upgrade to Windows10 - Windows10 Licenses*	1	\$260,000	\$ 260,000
213	OAG Annual subscription	3	\$21,131.17	\$ 63,394
214	3rd party software purchases will be submitted as a task order to JWA for Materna to purchase (with a 20% markup fee) software for JWA's ownership and use in the JWA environment. Bought-in Software Licensing & Support Including	3	\$150,000	\$450,000

Item	Description	Qty	Unit Price	Total Price
	<ul style="list-style-type: none"> - Microsoft Server CAL Licensing - Microsoft VDA Licensing - vSphere Support - Antivirus Licensing - File Integrity Monitoring - Backup Management Tool (Veeam & RDX) - Email Server Setup 			
Subtotal				\$ 1,622,667

* Due to Microsoft licensing policies it might be necessary that SNA itself purchases the Win 10 licenses directly. In this case the upgrade price will be reduced.

1.2.1 RMS options (for 3 year subscription):

Item	Description	Qty	Total Price
214	Forecasting, outage and tow management -Forecast tool and future stand planning -Stand outage management and planning of outages shown within the system for scheduled closures or temporary maintenance. -Tow Management allows airport to define and readily setup tows against specific flights and allocations, using simple point and click on the Gantt Chart.	Annual	\$26,220
215	Mobile FIDS installation	1	\$9,000
216	Mobile FIDS option	Annual	\$26,160
217	Intelligent Airport management suite installation	1	\$12,000
218	Intelligent Airport management suite option	Annual	\$79,200
RMS Subtotal (One-Time)			\$21,000
RMS Subtotal (Annually)			\$131,580

1.3 Recurring Costs per year (Service)

Item	Description	Qty	Total Price
301	Service Management Tool	Per Year	\$15,300
302	Remote System Monitoring Tool	Per Year	\$15,300
303-1	On-Site Support Service <i>Including</i> - <i>Preventive Maintenance</i>	Per Year	Not required as SNA to continue providing
303-2	Remote Materna help desk service - <i>Call receipt and dispatch 24x7</i> - <i>Monthly reporting</i>	Per Year	\$160,000
304	Site Administration (2) - Incident Management - Spare Management	Per Year	\$382,000
305	3 rd Level System Support for Server Environment - <i>Site configuration management</i> - <i>System support specialists 24x7 access</i>	Per Year	\$153,000
306	Documentation Effort	Per Year	Included
307	Ongoing Account Management <i>Including</i> - <i>Project Management Germany & USA</i>	Per Year	Included
308	Badging Processes & Costs	Per Year	Included
309	PCI Support (25 days Per annum)	Per Year	\$30,600
310	Materna 3 rd Level Software Support for CUPPS Software, Licensing & Upgrades <i>Including</i> - <i>CUPPS Software</i> - <i>Software Maintenance**</i> - <i>3rd Level Support</i>	Per Year	Included in #102
311	Materna 3 rd Level Software Support for CUSS Software, Licensing & Upgrades <i>Including</i> - <i>CUSS Software</i> - <i>Software Maintenance**</i> - <i>3rd Level Support</i>	Per Year	Included in #102
Subtotal (per year)			\$756,200

** CUPPS/CUSS software upgrade service on a minimum level: only necessary patches/bug fixes required for continued system operations. OS software upgrades will be implemented for PCI compliance for secure system operations.

1.4 Additional Work and Costs

All services and other costs not listed above will be provided by Materna at the following costs:

1. Work done by Materna employees will be charged at Materna rates, which is currently \$200/hr and may be revised annually.
2. All other costs (expenses, materials used, work done by 3rd parties, etc) will be charged on a cost+ base with a 25% surcharge.”

2 Payment & Commercial Conditions

2.1 Payment Plan

2.1.1 The One-time costs shall be charged as follows:

Item	Amount
Contract Signing	\$377,331
<ul style="list-style-type: none"> • Line 214: Software Licensing & Support Including (\$150,000) <ul style="list-style-type: none"> ○ Microsoft Server CAL Licensing ○ Microsoft VDA Licensing ○ vSphere Support • Line 207: Windows 7 extended support to 6/1/20 to 5/31/2021 (\$17,150) • Line 213: OAG Annual subscription (\$21,131) • Section 2.1.2: First Quarter Reoccurring Costs (\$189,050) 	
One Time Costs on July 1, 2020	\$1,415,932

2.1.2 Recurring Costs

Recurring costs are to be paid quarterly, in advance. For clarity purposes, the annual costs are divided by 12 (\$756,200 / 12 = \$63,017 per month plus applicable taxes).

2.2 Conditions of Sale

2.2.1 General

Our products are subject to technical change without prior notice. Materna reserves the right to carry out such technical changes. Article numbers in order acknowledgements can vary from those in this quotation. We confirm that all CUPPS/CUSS applications will not be sunset within the contract period and John Wayne Airport will remain licensed and supported through this term.

Until the conclusion of the contract the General Terms and Conditions of Materna apply to this proposal. In addition the Hardware Storage and Transportation conditions of Materna apply.

2.2.2 Currency and Payment Conditions

Prices above are given in USD. This Final pricing is valid until May 31st 2020.

All above mentioned prices are excluding taxes as applicable on the date of the invoice.

Payment is due within 14 days from the date of invoice without any deductions.

Service charges payment become payable quarterly, up front, commencing with transition of the system.

3 Contact Information

Company	Person	Function
Materna	Gary McDonald 5323 Millenia Lakes Blvd. Suite 300 Suite 300 Orlando, FL 32839 (619) 724-9280	President, North America
Materna	Daniel Dunn 5323 Millenia Lakes Blvd. Suite 300 Suite 300 Orlando, FL 32839 (202) 351-9647	VP, Operations, North America
Materna	Balázs Csongrádi 5323 Millenia Lakes Blvd. Suite 300 Orlando, FL 32839 (980) 666-9019	Head of Technical Solutions, North America
Materna	Cliff Greenwood 5323 Millenia Lakes Blvd. Suite 300 Suite 300 Orlando, FL 32839 (407) 592-5046	Implementation Engineer



sales@materna-ips.com
www.materna-ips.com

© Materna 2020