



AGENDA STAFF REPORT

ASR Control 23-000167

MEETING DATE: 03/28/23
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 5
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)
DEPARTMENT CONTACT PERSON(S): Charlene Reynolds (949) 252-5183
 Richard Steele (949) 252-5264

SUBJECT: Renew Contract for Common-Use Passenger Processing System

CEO CONCUR Concur	COUNTY COUNSEL REVIEW Approved Agreement to Form	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: Yes **Current Year Cost:** \$107,759 **Annual Cost:** FY 2023-24
 \$2,942,995
 FY 2024-25 \$2,025,047

Staffing Impact: No **# of Positions:** **Sole Source:** Yes
Current Fiscal Year Revenue: N/A
Funding Source: Fund 280:100% **County Audit in last 3 years:** No
Levine Act Review Completed: Yes
Prior Board Action: 5/19/2020 #30, 5/12/2015 #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 Deputized designee to execute Amendment Number One for Common-Use Passenger Processing System Maintenance and Repair, to renew the sole source contract with Materna IPS USA Corp. effective June 1, 2023, through May 31, 2025, in an amount not to exceed \$5,075,801.

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’s proprietary equipment and hardware with a JWA-operated CUPPS platform used by all airlines. CUPPS provides a common 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. Airline ticket counter space and gate assignments can be increased, decreased or relocated in coordination with the Airport Information Technology Section and CUPPS service contractor.

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. The CUPPS was then solely developed and continues to be solely supported by Materna. The ancillary systems, the Flight Information Display System (FIDS) and Resource Management System components are subcontracted and supported by Materna.

On May 19, 2020, the Board approved the execution of a sole source contract with Materna to provide annual hardware maintenance and software support for all components of the CUPPS at JWA.

Board Action and changes in Contract amounts are shown below.

Materna

Board Date	Action Taken	Contract Term/Amendment Amount	Not to Exceed Contract Amount	Contract Term
5/19/2020 #30	Board approved contract MA-280-20011231	\$6,386,780	\$6,386,780	6/1/2020 – 5/31/2023
3/28/2023	Amendment Number One proposed for Board	\$5,075,801	\$5,075,801	6/1/2023 – 5/31/2025

	approval to renew the Contract for two years			
	Total	\$11,462,581	\$11,462,581	

In 2021, OC Public Works, in coordination with JWA began the design phase for the CUPPS replacement project, which is anticipated to be implemented in 2025. Materna will provide hardware and software services until the CUPPS replacement project goes through the competitive bid process.

The proposed contract includes the following four key components:

1.	The proposed contract provides for the continued operation of CUPPS, with no gaps in coverage for hardware and software maintenance of the system, via a two-year maintenance contract.
2.	Remove infrequently used passenger check-in kiosks to allow for more floor space for pedestrian traffic at terminal entrances.
3.	Materna will retrofit their existing passenger check-in kiosks with new hardware to extend the service life of the equipment, adhere to regulatory and PCI DSS security requirements.
4.	CUPPS Help Desk services will continue to be provided by a United States-based subcontractor contractor.

In summary, the proposed contract includes both JWA-recommended and airline-required components: (1) two-year software and hardware maintenance and support; (2) kiosk hardware upgrades to support PCI DSS security requirements.

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

The proposed contract is a sole source contract and a completed Sole Source Justification Form is attached (Attachment C). The Orange County Preference Policy is not applicable to this contract renewal. Contractor performance has been confirmed as at least satisfactory. JWA has verified there are no concerns that must be addressed with respect to contractor’s ownership/name, litigation status or conflicts with County interests. See Attachment D for the Contract Summary Form and for information regarding the subcontractors.

Compliance with CEQA: The proposed project is Categorical 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 public facilities, with no expansion of existing use.

FINANCIAL IMPACT:

Appropriations for this contract are included in Airport Operating Fund, Fund 280, FY 2022-2023 Budget and will be included in the budgeting process for future years.

The total cost for the proposed contract is \$5,075,801. All contract costs will be reimbursed by the airlines serving JWA through rates and charges.

The contract contains language that permits reductions or termination of the contract immediately without penalty if approved funding or appropriations are not forthcoming and upon 30-days' notice without penalty.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Amendment Number One to Contract MA-280-20011231 with Materna IPS USA Corp.

Attachment B – Redline of Contract MA-280-20011231

Attachment C – Sole Source Request Form

Attachment D – Contract Summary Form



County of Orange, John Wayne Airport

MA-280-20011231

Common-Use Passenger Processing System, "CUPPS" Maintenance and Repair

**AMENDMENT NUMBER ONE
FOR
COMMON-USE PASSENGER PROCESSING SYSTEM, "CUPPS" MAINTENANCE
AND REPAIR**

This Amendment is made and entered into as of the date fully executed by and 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"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor entered into Contract MA-28020011231 for Common-Use Passenger Processing System, "CUPPS" Maintenance and Repair, effective June 1, 2020 through May 31, 2023, with a Total Contract Amount Not to Exceed \$6,386,780.00 ("Contract"); and,

WHEREAS, the Parties now desire to renew the Contract for two additional (2) years, effective June 1, 2023 through May 31, 2025, with a new Total Contract Amount Not to Exceed \$5,075,801.00; and,

WHEREAS, the Parties now desire to amend Attachments A, B, D, add Attachments E, F, and G, and amend various Contract provisions to reflect revised County policies and update the Parties' notice information.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Section 2 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:
 2. **Term of Contract:** The Contract shall be renewed, commencing June 1, 2023, and shall be effective for two (2) years, unless otherwise terminated as provided herein.
2. Section 3 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:
 3. **Contract Amount Not to Exceed:** Contract Amount Not to Exceed \$5,075,801.00.
3. Attachment A, Scope of Work is amended in its entirety as attached hereto.
4. Attachment B, Compensation/Payment is amended in its entirety as attached hereto.
5. Attachment D, Subcontractors is amended in its entirety as attached hereto.
6. Attachment E, County of Orange Information Technology Security Standards, Attachment F, John Wayne Airport – IT Change Request Form, and Attachment G, Fees and Charges are added as attached hereto.
7. Article J shall be amended to read in its entirety as follows:

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.

- a. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.



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

- b. **Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;



9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq)
8. Section 9, Civil Right of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

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.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

9. Section 10, Compliance with County Information Technology Policies and Procedures of the Contract's Additional Terms and Conditions shall be replaced in its entirety as follows:

10. **County of Orange Information Technology Security Provisions:**

All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services, (ii) protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable



procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches, (v) ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and (vi) ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

1. County of Orange Information Technology Security Standards: County of Orange security standards follows the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all County of Orange Information Technology Security Standards ("Security Standards"), as existing or modified, that pertain to Contractor in connection with the Services performed by Contractor as set forth in the scope of work of this Contract. Any violations of such Security Standards shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Standards include, but are not limited to, Attachment E - County of Orange Information Technology Security Standards.

Contractor shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this Contract.

2. The Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data and/or system(s). The Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. Contractor shall provide to County a copy of the organization's information security program and/or policies.
3. Information Access: Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data.

County may require all Contractor personnel, subcontractors, and affiliates approved by County to perform work under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. 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, subcontractor, or affiliate to whom issued.

Contractor shall provide each Contractor personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.



Throughout the Contract term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Contractor personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of Contractor personnel and/or subcontractor personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.

All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel 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 or Contractor's personnel and subcontractors, at any time.

Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Contractor personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

4. Data Security Requirements: Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards (NIST 800-53).

Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data.

Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by the County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found



therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.

Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this Contract.

All data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

5. **Enhanced Security Measures:** County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. 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 and shall cause Contractor personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.
6. **General Security Standards:** Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor ("Contractor Systems") to access County resources (including County systems), County data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.

At all times during the contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry best practices (NIST 800-53). Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County's access and use of County data and the Services.

7. **Security Failures:** Any failure by the Contractor to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.



8. Security Breach Notification: In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data, Contractor shall, at its own expense, (1) immediately (or within 24 hours of potential or suspected breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence; (2) perform a root cause analysis of the actual, potential, or suspected breach; (3) provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of the breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County).

County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.

In the case of a breach, Contractor shall provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals.

Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence.

Notification shall be sent to:

Jessica Miller
IT Security Manager
3160 Airway Ave
Costa Mesa, CA 92626
Phone: (949) 252-5294
JMiller@ocair.com

Linda Le, CHPC, CHC, CHP
County Privacy Officer
1055 N. Main St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 834-4082
Linda.Le@ocit.ocgov.com



9. Security Audits: Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).

Contractor shall inform County of any internal/external security audit or assessment performed on Contractor's operations, information and cyber security program, disaster recovery plan, and prevention, detection, or response protocols that are related to hosted County content, within sixty (60) calendar days of such audit or assessment. Contractor will provide a copy of the audit report to County within thirty (30) days after Contractor's receipt of request for such report(s).

Contractor shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by Contractor to County under this Contract. Contractor shall implement any required safeguards as identified by County or by any audit of Contractor's data privacy and information/cyber security program.

In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section.

10. Business Continuity and Disaster Recovery (BCDR):

For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

The Contractor shall maintain an comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third parties. The County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality.



County of Orange, John Wayne Airport

MA-280-20011231

Common-Use Passenger Processing System, "CUPPS" Maintenance and Repair

All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.

10. Section 19, Contractor Security Agreement of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

19. *Intentionally Left Blank.*

11. Section 37, Notices of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

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 managers' 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.
 Attn: Daniel Dunn
 5323 Millenia Lakes Blvd Ste 300
 Orlando, FL 32839
 Phone: (941) 928-0046
 Email: daniel.dunn@materna-ips.com

County's Project Manager: JWA/Information Technology
 Attn: William Bogdan
 3160 Airway Avenue
 Costa Mesa, CA 92626
 Phone: (949) 255-1336
 Email: wbogdan@ocair.com

cc: JWA/Procurement
 Attn: Dat T. Thai, County DPA
 3160 Airway Avenue
 Costa Mesa, CA 92626
 Phone: (949) 252-5175
 Email: dthai@ocair.com

12. Section 41, Prevailing Wage of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

41. Prevailing Wage:



- a. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works.
- b. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.
- c. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.
- d. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
- e. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:
 - \$25,000 for new construction, alteration, installation, demolition or repair.
 - \$15,000 for maintenance.
- f. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:
 - i. The information contained in the payroll record is true and correct.



- ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.
- g. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor for each calendar day of during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.
- h. Apprentices: The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code



Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

13. Section 65, Airport Security shall be added to the Contract's Additional Terms and Conditions as follows:

65. Airport Security: Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

- i. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas, and engaged in the performance of work under this Contract must pass JWA's security background screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:
 1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
 2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
 3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
 4. Background check fees are provided at the first appointment.
 5. Employees must provide two government-issued IDs at the first appointment.
 6. STA and/or CHRC results are received.
 7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
 8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.



9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.
8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
 - STA Fee: Approximately \$11.00
 - Fingerprint/CHRC Fee: Approximately \$31.00



- ID Badge Fee: Approximately \$10.00
 - Terminated, Unreturned ID Badge Fee: Approximately \$250.00
9. Contractor shall abide by all the security requirements set forth by the Transportation Security Administration (TSA) and JWA.

- ii. **Airport Driving Endorsement:** In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstances shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Control Tower.

- iii. **Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.
3. JWA security badge is nontransferable.
4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may



- be made to ensure that funding is available to cover the fine in the event that badges are not returned.
5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.
 6. No worker shall be used in performance of this work that has not passed the background check.
- iv. **Security Clearance - Other:** Contractor, Contractor's employees, and subcontractors who do not need unescorted access to restricted Airport areas may be required by JWA to complete and pass security background screening requirements if their performance of work under this contract meets certain criteria, including but not limited to:
1. Employee will be required to be on-site on a routine or recurring basis in the daily performance of their duties or to complete a temporary or long-term project.
 2. Employee will not be on-site but will connect remotely to JWA systems through an unescorted or escorted remote access mechanism.
 3. Employee will have access to JWA data or systems that are deemed sensitive or require a high level of security due to mandate, law, or policy.
14. All other terms and conditions in this Contract, except as specifically amended herein, shall remain unchanged and with full force and effect.

(signature page follows)




County of Orange, John Wayne Airport

MA-280-20011231

Common-Use Passenger Processing System, "CUPPS" Maintenance and Repair

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

MATERNA IPS USA CORP*

Gary McDonald	PRESIDENT, Americas
Print Name	Title
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <small>DocuSigned by:</small>  <small>23B87535396E41A...</small> </div>	
	3/7/2023
Signature	Date

Print Name	Title
Signature	
Date	

COUNTY OF ORANGE, a political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

Print Name	Title
Signature	
Date	

APPROVED AS TO FORM:

County Counsel

By:	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <small>DocuSigned by:</small>  <small>26F9D76C929A49E...</small> </div>	
Date:	3/7/2023	

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.



ATTACHMENT A SCOPE OF WORK

1. Purpose

This document is the Statement of Work (SOW) for a two-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, 2023.

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

- 1) Common Use Self Service (CUSS) kiosks.
- 2) Common Use Passenger Processing System (CUPPS).
- 3) A Site Administrator/Account Manager covering airport operating hours, seven days per week, and supporting planned maintenance, IT, and construction activity.
- 4) Multi-User Flight Information Display System (MUFIDS).
- 5) Resource Management System (RMS) and associated RMS/MUFIDS database.

The following equipment, software, and hardware changes and updates are necessary to extend the usable life of the systems and must be completed within eight months from execution of this contract. Additional details are included in the Scope of Support and Maintenance section of this contract. All work must be coordinated with JWA IT prior to start:

- 1) Ensure all Windows and Server operating systems have the latest supported operating systems and service packs from Microsoft.
- 2) Remove 18 CUSS kiosks with direction from JWA IT.
- 3) Retrofit the existing 132 CUSS kiosks to replace End of Life (EOL) / End of Service (EOS) peripherals.

The following strategies are optional and can be exercised to extend the usable life of the systems after coordinating and receiving approval from Airport IT:

- 1) Optionally, replace various peripheral components that are considered to have decreased performance or should be replaced for health and safety reasons, such as ADA compliance, ergonomic requests approved by JWA.

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

1.1. Location of Work

All work activity within this SOW are offered on the basis that a contractor's license is not required for performing on site work at JWA. For any work that is subsequently found to require a contractor'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 complete 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, as needed.

Materna IPS supplied software upgrades, support, and maintenance and OS related tasks can be performed remotely via site-to-site VPN access, and must comply with the County of Orange Information Technology Security Provisions. JWA will facilitate appropriate secure remote access



to Materna IPS and Materna for such works. Materna will provide VPN connectivity requirements to JWA.

1.2. Definitions

For the purposes of this document, the following terms may be used interchangeably:

- "Materna," "Materna IPS," "Vendor," or "Contractor" shall refer to Materna IPS and its agents, subcontractors, and anyone else they employ for the ongoing maintenance and support of the CUPPS environment and all of its components in accordance with this contract.
- "JWA," "Airport," and "County" shall refer to John Wayne Airport and its employees, agents, and any subcontractors utilized to ensure the ongoing continuity of operations of the airport and to satisfy its obligations in this contract.
- "CUPPS" shall refer to all collective components of the system including, but not limited to, CUPPS, CUSS, RMS, and FIDS.

1.3. System Owner, Stakeholders, and Users

The following are defined to clarify entities involved with CUPPS:

- System Owner: JWA, County of Orange
- System Contractor: Materna IPS (Refer to Section §2.3 for Materna Roles)
- System Stakeholders: JWA IT, OCIT, TSA, current and future JWA passenger air carriers.
- System Users: JWA passenger air carrier employees, air carrier customers, and others who directly interact with the services that the system provides.

1.4. Additional Work

1. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval prior to commencing any additional work.
2. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
3. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
4. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
5. Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

1.5. Reimbursable/Travel

Travel reimbursements shall not exceed the per diem rates established by the U.S. General Services Administration (GSA) for the primary destination. Maximum per diem reimbursement rates for lodging, meals, and incidental expenses are established by city/county and may vary by season. It is the Contractor's responsibility to review the current rates at www.gsa.gov and obtain the Project Manager's approval prior to travel.

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 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 support all of the systems and services that it has supplied. This team will be responsible for providing support to all JWA based users and users of the system. The objective of this team is to conduct preventative maintenance actions, promptly respond and repair the system in the event of system disruptions as described in section 3 of The Service Level Agreement (SLA), advise JWA of future software and hardware updates well in advance for planning purposes, and ensure the system is in compliance with regulatory and industry standards.

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 shall provide regular status updates to JWA and users to inform on troubleshooting actions, and the estimated time of repair to full operation.

Materna IPS shall provide monthly reports to JWA detailing system discrepancies, root cause of discrepancies for trend analysis, and how the discrepancies were resolved. Materna IPS shall also report discrepancies, such as software faults, and track the handling by the Materna IPS software engineering team.

Key features of the Materna IPS support package for users must include:

- 24x7 daily Service Desk operations
- 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 shall continue the established collaborative service delivery methodology, incorporating Materna's resources working alongside JWA's IT Support Team. This collaborative approach is directed and managed by Materna's Site Administrator / Account Manager, who is responsible for achieving SLA compliance with the resources available.

Materna shall provide appropriate training, diagnostic tools, and advice to the JWA IT Support Team to deliver the required level of incident resolution and preventative maintenance.



Materna will provide updates on the status and success of service delivery 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 American

The Service Account Manager shall assist with any concerns for the duration of the contract. The Service Account Manager shall serve as a direct escalation point regarding questions or concerns, monitor performance of the supporting teams and expedite delivery of the various service requests, as needed. They will also provide support for the overall product performance and act as a liaison with other departments within Materna, 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. These individuals will support CUPPS, Airlines, and others ("Stakeholders") as defined in the job duties, functions, and responsibilities listed below. This will ensure continuity of operations and ensure delivery of 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 of 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, scheduled and recurring maintenance, and any upgrades that impact the CUPPS. 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 as 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 and has completed the JWA ID Badge process 30 days before the start of the contract. Reference **Section 65, Airport Security** of this contract for Airport ID/Access Control requirements, fees, and timeline. This is 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. County reserves the right to approve or reject on-site Materna personnel prior to job offer.

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.
- 31) Provide support and lead cybersecurity program and compliance efforts for all components within the CUPPS at the direction of County's IT Security Manager.
- 32) Respond to security incidents, provide reporting to County and other stakeholders, lead and support efforts during the identification, containment, eradication, recovery, and post incident analysis of all CUPPS systems.

2.3.4.Changes to Existing Equipment

The following equipment, software, and hardware changes and updates are necessary to extend the usable life of the systems and must be completed within eight months from execution of this contract. All work must be coordinated with JWA IT prior to start:

1. Ensure all Windows and Server operating systems have the latest supported operating systems and service packs from Microsoft.
2. Remove CUSS kiosks with direction from JWA IT.
3. Retrofit the existing CUSS kiosks to replace End of Life (EOL) / End of Service (EOS) peripherals.

2.3.5.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 other stakeholders and for each call opens trouble ticket. The trouble tickets are stored in a customer-specific database with customer-specific history for further investigation by the technical team.

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 (657) 439-3111

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.

2.3.6.Local JWA Support Team

Local JWA IT teams 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) as determined by JWA management. County IT leadership will set priorities based on severity, business impact, etc.
- 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, who is responsible for escalation and coordinating resources from other third-party suppliers (i.e., OCIT/SAIC).

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 will 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 in coordination with JWA and County IT. Variances from this requirement shall be mutually agreed upon between Vendor and County.

Materna requires the JWA Support Team to be available on site during operational hours and 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 JWA's unavailability shall not incur penalties and will be tabled for discussion at the next scheduled Service Review meeting.

3.2. Description of Service Levels

A priority classification will be 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 will 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.

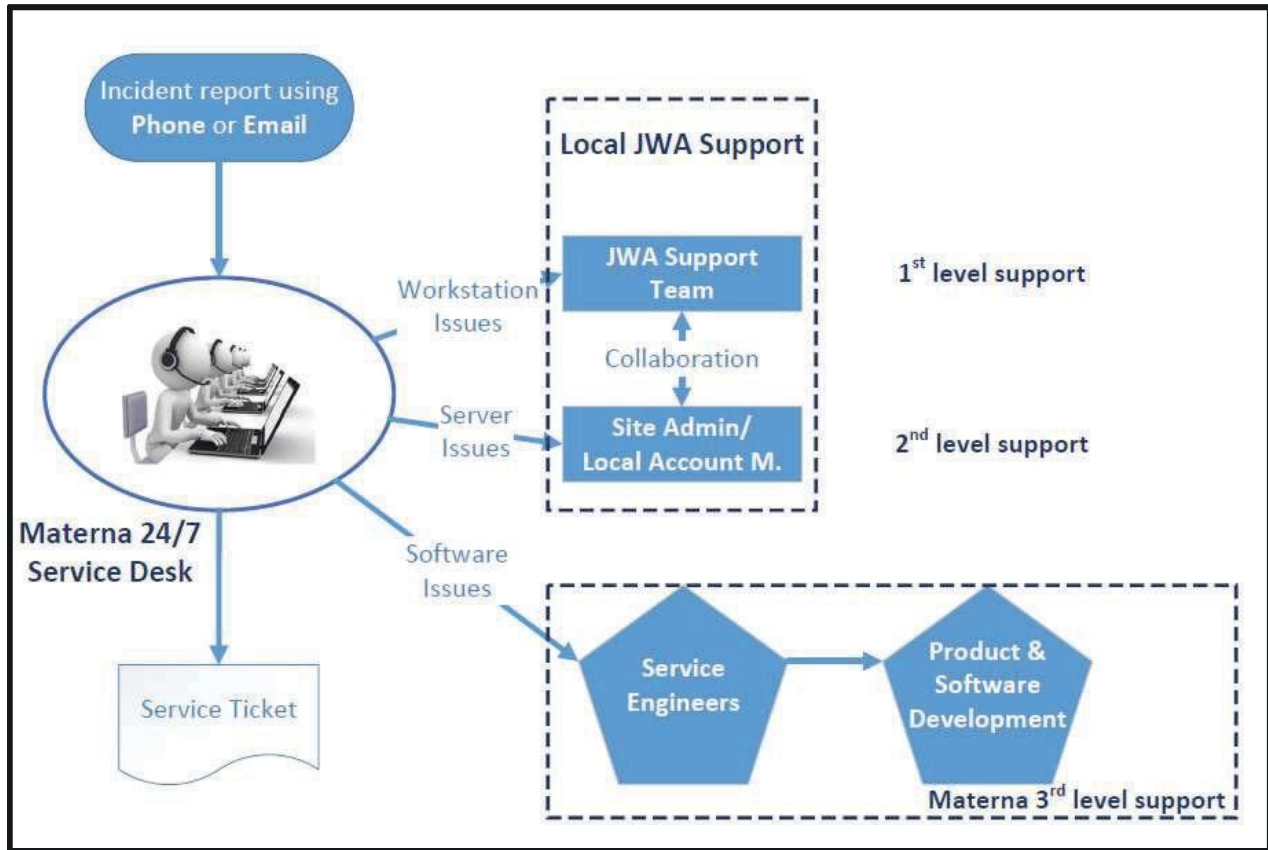
3.2.2. Incident Management

The purpose of Incident Management is to return the system in question back to service, enabling the customer to continue to use it, restore to 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 analyze 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 analyze and correct software bugs and are 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 / 7 days
Technical Support (Service Engineers Team)	15 hours / 7 days, 2030 – 1130 PST**
Development Support	10 hours / 5 days, 2230 – 0830 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
1 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	William Bogdan IT Manager, Operations wbogdan@ocair.com +1 (949) 375-2514	Balázs Csongrádi Head of Technical Solutions Balazs.csongradi@materna-ips.com +1 (980) 666-9019
3	Richard Steele Deputy Airport Director, Operations rsteele@ocair.com +1 (949) 252-5264	Daniel Dunn VP Operations North America Daniel.Dunn@materna-ips.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 is 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.

Overall System Availability Service Levels	
Unavailability of 2 or more major system functions to one or more airlines or site-wide 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) to one or more airlines or site-wide 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 2 and 3)	Offset: \$500 per incident
Critical Trouble Call Response Times (Priority 1)	



County of Orange, John Wayne Airport

MA-280-20011231

Common-Use Passenger Processing System, "CUPPS" Maintenance and Repair

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 (Priority 2) Trouble Call is four (4) 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.	
The on-site response time for Low Priority (Priority 3) 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 two (2) hours 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 management 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 or under extraordinary circumstances , defined by the following as: by reason of acts of God, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted).	
These situations will require concurrence between JWA IT Manager and Materna VP Operations	
Miscellaneous Items	
Reports are not provided later than five (5) business days as required in the SOW or due to loss of data.	\$500 per occurrence.



Service Desk does not answer phone calls, respond to emails within four (4) hours, or does not generate a service ticket within ten (10) minutes after completion of the initial phone call.	\$1,000 per occurrence
Misclassification of priority levels on 4 or more service tickets in a 30 day period. Penalty shall not apply to tickets that increase in priority due to an evolving issue or due to lack of information from the caller.	\$500 per occurrence

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 shall be in original condition or modified by Materna only.

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) (*County of Orange Change Request Clause does not apply*) 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 required and indicated on the JWA IT Change Request Form

Materna IPS and/or JWA will then communicate the required Change to all users 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 – and, 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. Preventive 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 Preventive 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. Boarding Gate Readers (BGRs) should be thoroughly cleaned
6. Blow dust away from beneath the keys on keyboards, Clean Magstripe Reader/Onboard Card Reader ("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 if deemed unnecessary, only maintain existing / recommended spare stock levels for existing assets.

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

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 June 1st, 2023, then JWA bears responsibility for replacement, which will be executed via the Task Order Process or JWA direct purchase.

In either event, after the replacement of the failed device, Materna IPS maintains ongoing responsibility for managing the repair process (either locally or via warranty). Materna IPS shall also maintain an Asset register that clearly identifies each Asset and its corresponding Warranty status to notify 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 bears responsibility 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 – Ticketing & Gates / Spares
2. Handheld Scanners / Spares – Desko
3. Boarding Gate Readers / Spares – Desko
4. Lexmark 312 Document Printers / Spares – Lexmark
5. ET6500 Printers / Spares 2016 – Unimark
6. ET7000 Printers / Spares 2022 -Unimark
7. USB Serial Device
8. Integrated keyboards
9. 24" MUFIDS Display
10. 40" MUFIDS Display
11. 46" MUFIDS Display
12. 50" MUFIDS Display
13. 55" MUFIDS Display
14. MUFIDS RASPBERRY PI's
15. iGel UD2 thin clients
16. Kiosk enclosure
17. ELO Touch Screen – Kiosks / Spares
18. HP ProDesk 600 / Spares
19. Ingenico 4000 Payment Device kit (Card Reader, Keypad, Touchless Device) / Spares
20. DESKO PentaCube Document Scanner / Spares
21. KPM180H Custom Printer – Kiosk / Spares
22. 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 requirements for file integrity monitoring (FIM) for all CUPPS/CUSS devices including servers. Materna shall provide services and monitoring.
3. **Mosaic451/Sentinel** – Security log monitoring service provided and monitored by JWA. This is installed on all devices (Servers, CUSS endpoints and CUPPS). Mosaic451/Sentinel programs 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 users 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

Security log 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
14. For CUSS Kiosks: time from initial Icinga alert until the item is cleared within the system.

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 to key JWA users. 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 February 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 the requirements in PCI DSS latest active version. Materna's PCI areas of specific responsibility are outlined in the CUPPS PCI Matrix of Responsibilities (Appendix B), attached by reference due to confidential sensitive security information. 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 shall 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 discussed with JWA so a mutual resolution can be reached.

Provide monthly PCI DSS 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. Windows 10 and Windows 11

Materna will update Windows 10 systems with the latest service pack and security updates ("patches") to ensure ongoing compliance with Microsoft's support matrix.

Materna will assess Windows 11 for compatibility and readiness of the airline applications and communicate with airlines and County on the feasibility of implementing the new OS before Windows 10 reaches end of life on October 14, 2025.

3.21.2. Server Update

Materna will ensure all servers are operating on Windows Server 2016 or later as of June 1, 2023 and will continue to install service packs and security updates ("patches") to ensure ongoing compliance with Microsoft's support matrix.

Materna will assess Windows Server 2019 for compatibility and readiness of the airline applications and communicate with airlines and County on the feasibility of implementing the new OS.

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.

4.1. Server Hosting, Operation of Servers and Hardware List

The CUPPS Virtual Infrastructure comprises six HPE DL360 Gen 9 servers, all running VMware ESXi 7.0.3 Hypervisor. Three servers are in the Terminal A core room, three in the Terminal C core room and witness server in Terminal B ATO.

ESXi Hosts - VMWare				
snausesx01	172.16.20.161	VMWare ESXi 7.0.3	ESX Server 1	Terminal A
snausesx02	172.16.20.162	VMWare ESXi 7.0.3	ESX Server 2	Terminal A
snausesx03	172.16.20.163	VMWare ESXi 7.0.3	ESX Server 3	Terminal A
snausesx04	172.16.20.181	VMWare ESXi 7.0.3	ESX Server 4	Terminal C
snausesx05	172.16.20.182	VMWare ESXi 7.0.3	ESX Server 5	Terminal C
snausesx06	172.16.20.183	VMWare ESXi 7.0.3	ESX Server 6	Terminal C

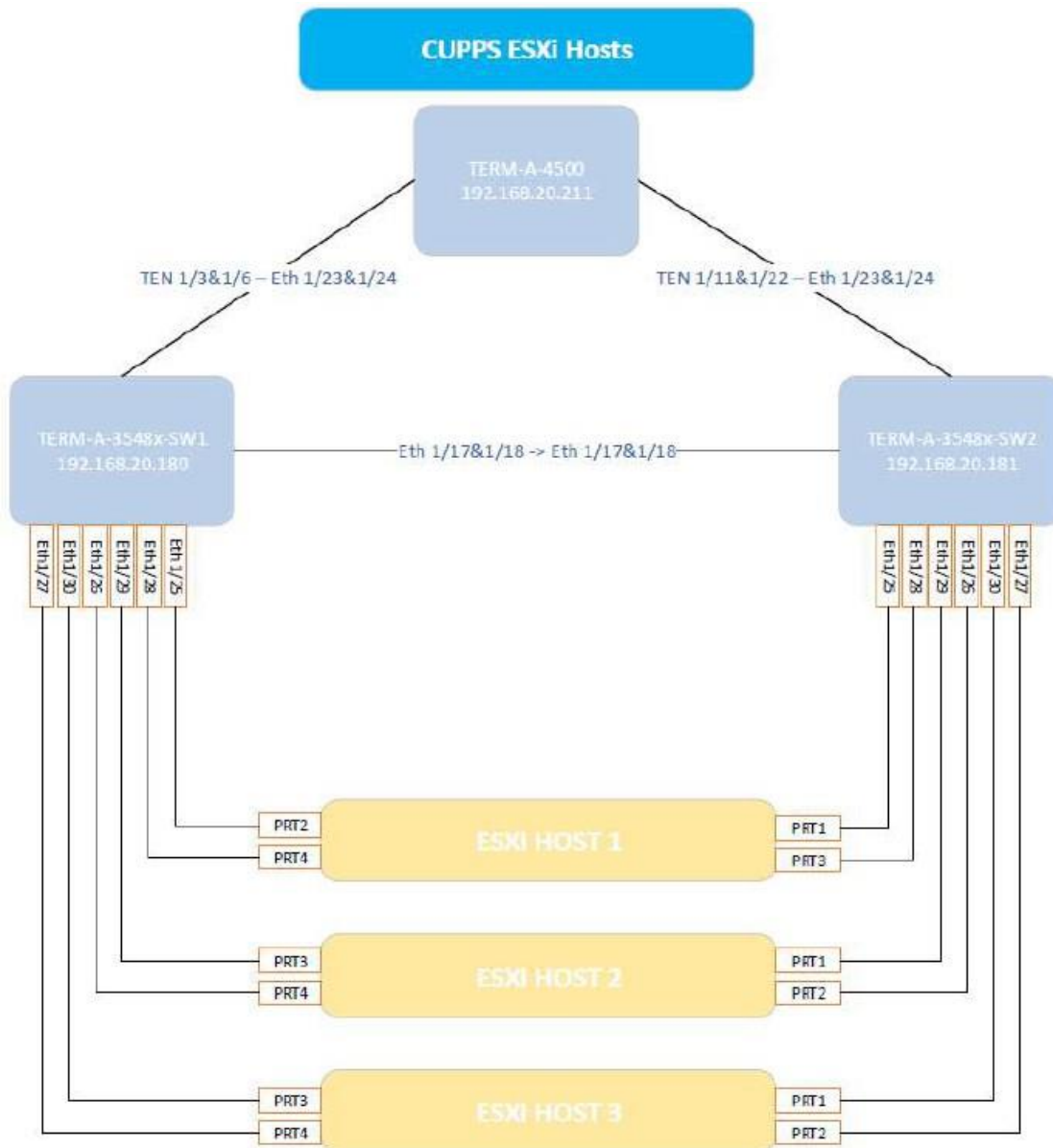
- JWA has purchased new Gen 10 server hardware to replace the existing Gen 9 servers. The migration to these new hosts is planned for 2023 and currently discussed with JWA.



- There are 2x HPE Nimble HF20 SAN Arrays distributed between Terminals A and C. The two arrays are configured as followed: Terminal-A has Nimble SNATA-NIMB1 setup as primary. Two controllers are setup (A & B), 2x Data and Peering interfaces are sharing the 10gb connections, and 1 management port is configured on each controller. Serial# AF-225541. Terminal-C has Nimble SNATC-NIMB1 configured as standby. Two controllers are setup (A & B), 2x Data and Peering are sharing the 10gb connections, and 1 management port is configured on each controller. Serial # AF-225018.

The arrays are part of a group called: SNANIMCUPPS. <https://172.16.20.175> is the dedicated IP used to manage the Nimble arrays.

- There are 3x 24-port Cisco 9300 10Gb switches in each terminal; used to uplink the 10Gb modules. These switches are stacked and are managed by County. The stack in Terminal A is known to JWA as CUPPS STACK A; the stack in Terminal C is known as CUPPS STACK B. Each stack is uploaded to a Cisco core switch, and these core switches are interconnected by fibre. The airline connectivity is also fed into the Cisco core switches, and is managed by County.





4. There is a Nimble Witness Server running in a Telecoms room in Terminal B. This Witness Server is Running CentOS7, and configured to allow the SAN to maintain quorum in the event of the loss of either Terminal A or Terminal C core room.
5. There are two Tandberg RDX QuikStor backup devices, one in each Terminal, with 2 cartridges mounted on each at any given time. The cartridges are mounted on the backup server running Veeam Backup and Replication, from which backups can be restored either as whole VMs, or individual files.

4.2. Virtual Servers Infrastructure

4.2.1. Server subnet overview:

CUPPS Server VLAN	
VLAN ID	642
Network Address	172.16.19.0
Subnet Mask	255.255.255.224 or /27
Broadcast Address	172.16.19.31
Gateway Address	172.16.19.30
Firewall Failover Address	172.16.19.29
Usable Address Range	172.16.19.1 - 172.16.19.28

4.2.2. List of Servers:

Windows Servers – all virtualized			
snausavo01	172.16.19.14	MS Server 2012 R2--core	McAfee MOVE AV Offload Server
snausavo02	172.16.19.15	MS Server 2012 R2--core	McAfee MOVE AV Offload Server
snausavo03	172.16.19.18	MS Server 2012 R2--core	McAfee MOVE AV Offload Server
snausavo04	172.16.19.19	MS Server 2012 R2--core	McAfee MOVE AV Offload Server
snausepo	172.16.19.17	MS Server 2012 R2	McAfee ePO Server
snausfim	172.16.19.10	MS Server 2016	File Integrity Monitor - workstations
snauslog	172.16.19.11	MS Server 2016	CUSE Logs
snauswsus	172.16.19.6	MS Server 2016	WSUS Server
snauscus01	172.16.19.7	MS Server 2012 R2	CUSE server--primary
snauscus02	172.16.19.8	MS Server 2012 R2	CUSE server--secondary
snausbkp01	172.16.19.12	MS Server 2016	Veeam Backup Server
snausbkp02	172.16.19.20	MS Server 2016	Veeam Backup Server
snausdom01	172.16.19.3	MS Server 2016--core	PDC
snausdom02	172.16.19.4	MS Server 2016--core	BDC
snamstfi01	172.16.19.89	MS Server 2016	Tripwire File Integrity Server - kiosks
snausftp	172.16.20.242	MS Server 2016	OAG and Airline FTP for FIDS
snausmon01	172.16.19.26	CentOS7	iCinga Server
sna-mgt-mn-01	172.16.19.90	Alma Linux	iCinga2/MAC Server
McAfee_MOVE-MP_SVA_Manager	172.16.19.21	Ubuntu 18.04.4 LTS	McAfee SVM Manager
snausvcs	172.16.19.5	VMWare Photon OS	VSphere Client
Management Servers - all virtualized			
snausmgt01	172.16.19.2	MS Server 2016	Materna Management Server 1 - jump box
snausmgt02	172.16.19.25	MS Server 2016	Materna Management Server 2 - jump box
snaustcm	172.16.19.16	MS Server 2016	UMS Server (thin clients)--to be deprecated
snausums01	172.16.19.22	MS Server 2019	UMS Server (thin clients)--new



snamsmgt01	172.16.19.91	MS Server 2012 R2	Materna Management Server
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4.3. List of Infrastructure Services

The following is a list of the infrastructure services.

1. Active Directory Domain Services
2. Domain Name Service (DNS)
3. Dynamic Host Control Protocol (DHCP)
4. Distributed File System (DFS)
5. Network Time Protocol (NTP)
6. Key Management Service (KMS)
7. Windows Software Update Services (WSUS)
8. Anti-Virus Management
9. Anti-Virus Offload Scan Server
10. Thin Client Management
11. VMware vCenter Services (vCenter)
12. VMware vCenter Update Services
13. Simple Mail Transfer Protocol (SMTP)
14. Veeam Backup and Replication Services
15. Monitoring Services (Icinga)
16. File Integrity Monitoring (Tripwire)

4.4. Software

The following provides a list of the software.

1. Extension of existing Materna IPS Agent application software licenses for use at JWA and all remote stations.
2. Extension of existing CUPPS/CUSS application licenses
3. 250 Microsoft VDA licenses, Microsoft Windows Virtual Desktop Access (Windows VDA) enables organizations to license virtual copies of Windows client operating systems in virtual environments (Windows VDA is a device-based subscription license). Based on information from ADBSG Materna understands all Microsoft Licenses are currently under JWA ownership, therefore no ownership transfer required. License renewal will be done by Materna based on the existing licensing agreement.
4. Antivirus software for existing servers and client workstations and kiosks
5. Veeam Backup Software License

4.5. 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 & Qik
2. AC (Air Canada) – ac/ac – Acmenu & Amadeus
3. AS (Alaska Airlines) – as/as
4. DL (Delta Airlines) – dl/dl – SNAPP 3.1.0.0
5. F9 (Frontier Airlines) – f9/f9 – Navitaire GoNow 4.7
6. G7 (Allegiant Air) – g7/g7 – Amadeus
7. MX (Breeze Airways) – mx/mx
8. NK (Spirit) – nk/nk – Navitaire GoNow 4.4
9. UA (United Airlines) – ua/ua – InfoConnect, UA Airport Apps
10. WN (Southwest Airlines) – wn/wn – Amadeus Altea
11. WS (WestJet) – ws/ws – Sabre Interact – currently suspended operations

4.6. 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. Air Canada (AC)
3. Alaska (AS)
4. Delta (DL)
5. Frontier (F9)
6. Southwest (WN)
7. Spirit (NK)
8. United (UA)
9. WestJet (WS) – currently suspended operations

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 Materna.

Hardware/Peripherals	Qty	Picture	Functional Spare Qty
iGel UD2 Linux thin client	240		3% (8 pcs)
Desko keyboard	245		3% (8 pcs)



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Hardware/Peripherals	Qty	Picture	Functional Spare Qty
Unimark ET6500 printer (EOL will be replaced by ET7000)	423		3% (14 pcs)
Unimark ET6500 printer with RFID module for Delta Air Lines	24		10% (2 pcs)
Desko/Honeywell 1900G Boarding Card Reader	245		3% (8 pcs)
Desko 604 Boarding Gate Reader (BGR)	60		6% (4 pcs)
Unimark ET7000 printer	423		3% (14 pcs)
Lexmark MS312DN	47		3% (2pcs)

5.2. CUSS

Equipment Type	Location	Quantity
CUSS Kiosk Positions	Lobby	38 x 3 = 114
	Baggage Claim	1 x 2 = 2 (A & B only)
	Customer Services	A, B, C = 8
	Lab	1 x 1 = 1
	Spares	7 + 18 = 25
	Total	125 (Not Including Spares)

5.3. Kiosk Component 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
HP ProDesk PC	3%	5



19" LCD Touchscreen	3%	3
Internal service keyboard	3%	9
Ingenico Chip and pin pad	3%	5
Ingenico EMV card reader	3%	20
Speakers and amplifier	3%	9
3M passport reader	3%	2
Custom KPM180 printer	19%	50

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 350 displays.

The MUFIDS system will be networked to connect to the cloud infrastructure. These are secured within the application. No other dedicated connectivity is required, however; outbound TCP ports 80/443/8080/9915-9917/8034-8037 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 display system
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 users 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. 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.

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 users 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)

5.5.1. 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.

5.5.2. 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.

5.6. Baggage Input Console

Materna shall work with JWA to maintain this system and ensure smooth operation.

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

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. 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 upon with JWA.

7.4. PCI-DSS

7.4.1. Kiosk



The kiosks will form part of a PCI DSS 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. 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 alerts JWA to 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 Orlando, FL 32839 (202) 351-9647	VP, Operations, North America



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Company	Person	Function
Materna	Balázs Csongrádi 5323 Millenia Lakes Blvd. Suite 300 Orlando, FL 32839 (980) 666-9019	Head of Technical Solutions, North Americas
Materna	Cliff Greenwood 5323 Millenia Lakes Blvd. Suite 300 Orlando, FL 32839 (407) 592-6046	Implementation Engineer



ATTACHMENT B PAYMENT/COMPENSATION

1. **Compensation:** This is a firm-fixed fee/usage Contract between the County and Contractor for Common-Use Passenger Processing System, "CUPPS" Maintenance and Repair as set forth in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing 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. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Please see Attachment G, Fees and Charges.

3. **Price Increase/Decreases:** No price increases will be permitted during the term of the Contract. 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.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract.
6. **Final Payment:** Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all the work and JWA issued badges are returned to Badging Office.
7. **Payment Terms – Payment in Arrears:** Invoices are to be submitted monthly in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor 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.



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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.

- 8. 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.
- 9. 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:
- A. Contractor's name and address
 - B. Contractor's remittance address, if different from 1 above
 - C. Contractor's Federal Taxpayer ID Number
 - D. Name of County Agency/Department
 - E. Delivery/service address
 - F. Master Agreement (MA) number: **MA-280-20011231**
 - G. Agency/Department's Account Number
 - H. Date of invoice and invoice number
 - I. Product/service description, quantity, and prices
 - J. Order Date/Service Date(s)
 - K. Sales tax, if applicable
 - L. Freight/delivery charges, if applicable
 - M. Total

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

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

OR

Emailed to AccountsPayable@ocair.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via and EFT Authorization Form. To request a form, please contact the DPA.



ATTACHMENT D SUBCONTRACTORS

1. 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.

Company Name & Address	Service(s)	Pricing Reference
KIOSK Information Systems 346 S Arthur Ave Louisville, CO Jake Davis (303) 661-1641	Provide retrofit services to on the current kiosks in the terminal.	\$583,788
ServiceTec 12007 Sunrise Valley Dr Suite 355 Reston, VA 20191 Laura Becker (703) 259-4017	Provide Service Desk for front line agents who need assistance with hardware of software incidents that occur during business operations.	Included in "Annual CUPPS/CUSS Support "core costs described in Section, 1.7, Total Summary of Pricing, Item 500.
TSI Terminal Systems International, Inc. 2210 Hanselman Avenue Saskatoon, SK Canada S7L 6A4 Curtis Reid 306-934-6911	Providing solutions for Flight information displays throughout the airport.	Included in "Annual CUPPS/CUSS Support "core costs described in Section, 1.7, Total Summary of Pricing, Item 500.
AeroCloud Systems 1990 Main Street, Suite 801, Sarasota, FL 34236 Andrew Hope (941) 226 8215	Providing Ramp Management services for aircraft parking and information reporting on these services.	Included in "Annual CUPPS/CUSS Support "core costs described in Section, 1.7, Total Summary of Pricing, Item 500.



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ATTACHMENT E
COUNTY OF ORANGE INFORMATION TECHNOLOGY SECURITY STANDARDS

(attached separately)



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ATTACHMENT F
JOHN WAYNE AIRPORT – IT CHANGE REQUEST FORM

(attached separately)



**ATTACHMENT G
FEES & CHARGES**

Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

1.1 Costs for CUPPS and CUSS for Two Year Extension

Item	Description	Qty	Unit Price	NTE (2 Years)
Core Costs Applications and Subscriptions				
101	CUPPS & CUSS Software application support Including - Software updates and patch management - Release management - Site update support for airline applications - Fixed term support package to 5/31/2025	1	\$561,904.00	\$561,904.00
102	Materna FIDS/AODB/RMS system Including - Support - Fixed term subscription license to 5/31/2025	1	\$347,041.00	\$347,041.00
Total One-Time Costs			\$908,945.00	\$908,945.00

Third Party Software				
201	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 - Microsoft VDA Licensing - vSphere Support - Antivirus Licensing - File Integrity Monitoring - Backup Management Tool (Veeam) - Other license / software as required	1	\$166,353.00	\$332,706.00
Total Third Party Software			\$166,353.00	\$332,706.00



County of Orange, John Wayne Airport

MA-280-20011231

Common-Use Passenger Processing System, "CUPPS" Maintenance and Repair

RMS Tools				
	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.			
301		1	\$29,078.50	\$58,157.00
Total RMS Options 1.3			\$29,078.50	\$58,157.00



County of Orange, John Wayne Airport

MA-280-20011231

Common-Use Passenger Processing System, "CUPPS" Maintenance and Repair

Recurring Costs per year				
401	Service Management Tool	Per Year	\$16,968.00	\$33,936.00
402	Remote System Monitoring Tool	Per Year	\$16,968.00	\$33,936.00
402-1	On-Site Support Service <i>Including</i> <i>- Preventative Maintenance</i>	Per Year	Not required as SNA to continue providing	Not required as SNA to continue providing
403-2	Remote Materna help desk service <i>- Call receipt & dispatch 24x7</i> <i>- Monthly Reporting</i>	Per Year	\$177,443.50	\$354,887.00
404	Site Administration (2) <i>- Incident Management</i> <i>- Spare Management</i>	Per Year	\$423,646.00	\$847,292.00
405	3rd Level System Support for Server Environment <i>- Site configuration management</i> <i>- System support specialists 24x7 access</i>	Per Year	\$169,680.00	\$339,360.00
306	Documentation	Per Year	Included	Included
307	Ongoing Account Management Including <i>- Project Management Germany & USA</i>	Per Year	Included	Included
408	Badging Processes & Costs	Per Year	Included	Included
409	PCI Support (25 days Per annum)	Per Year	\$33,936.00	\$67,872.00
410	Materna 3rd Level Software Support for CUPPS Software, Licensing & Upgrades Including <i>- CUPPS Software</i> <i>- Software Maintenance**</i> <i>- 3rd Level Support</i>	Per Year	Included in #101	Included in #101
411	Materna 3rd Level Software Support for CUSS Software, Licensing & Upgrades Including <i>- CUSS Software</i> <i>- Software Maintenance**</i> <i>- 3rd Level Support</i>	Per Year	Included in #101	Included in #101
Total Recurring Cost			\$838,641.50	\$1,677,283.00



County of Orange, John Wayne Airport

MA-280-20011231

Common-Use Passenger Processing System, "CUPPS" Maintenance and Repair

1.1 Summary Costs for CUPPS and CUSS for Two Year Extension	
Core Costs Applications and Subscriptions	\$908,945.00
Third Party Software	\$332,706.00
RMS Tools	\$58,157.00
Add'l Recurring Costs (Service)	\$1,677,283.00
Subtotal	\$2,977,091.00

1.2 Upgrade Hardware for CUPPS

Item	Description	Unit Price	Qty	NTE (2 Years)
602	New Handheld Scanners Desko LAS 2D 32 (discontinued) New DESKO Xenon 1950 (12 weeks)	\$313.00	245	\$76,685.00
603	Boarding Gate Reader Current Boarding Gate Reader EoL Desko GRSK 504 PRO (12 weeks) Newest model	\$1,063.00	150	\$159,450.00
604	Printers (Unimark ET 6500 Printer) Price quoted is for Unimark 7000 Alternate: Custom Printers (see pricing below)	\$1,025.00	423	\$433,575.00
Total CUPPS Hardware Cost				\$669,710.00

1.3 Upgrade Hardware for CUSS

Item	Description	Unit Price	Qty	NTE (2 Years)
611	Custom Printers Current KPM180H (8 to 10 weeks) Two per Kiosk	\$623.00	300	\$186,900.00
Total CUSS Hardware Cost				\$186,900.00

**1.4 Retrofit of 132 CUSS**

Item	Description	Unit Price	Qty	NTE (2 Years)
801	Freestanding Kiosk Retrofit Installation - Includes installation of retrofit, new components, removal of old components and metals. 2.5 hours per kiosks		included	included
802	Card Payment Device Ingenico Self 4000 Payment Terminal, Chip, NFC, Magstripe, Pin Pad, Color Display, USB, Power Supply, ***DOES NOT INCLUDE KEY INJECTION***		included	included
803	Document Scanner Desko Penta Scanner Cube Document Scanner, Passport and ID Document Scanner, OCR Passport and ID Reader, No RFID, No UV Scanning, L-Stop Bracket, USB, Power Supply		included	included
804	Finished Kiosk Total	\$3,409.00	132	\$449,988.00
805	Shipping Total			\$27,180.00
806	Installation Total (including travel)			\$99,660.00
807	Engineering Costs (Vendor supplied for modification)			\$6,960.00
Total Retrofit 132 CUSS cost				\$583,788.00

1.5 Retrofit of 18 CUSS

Item	Description	Unit Price	Qty	NTE (2 Years)
808	Finished Kiosk Total	\$3,409.00	18	\$61,362.00
809	Removal of Kiosk from current positions ¹	\$525.00	18	\$9,450.00
810	Move to storage ²		included	included
Total Retrofit 18 CUSS cost				\$70,812.00
¹ SNA will be responsible for removing power and data from floor and patching the floor where kiosks were anchored				
² SNA to pay for moving equipment or provide moving equipment to move kiosks to storage facility.				

1.6 Additional Work and Related Pricing

Item	Description	Unit Price	Qty	NTE (2 Years)
900	Cybersecurity Engineer (Year 1)	\$1,480.00	50	\$74,000.00
900	Cybersecurity Engineer (Year 2)	\$1,480.00	50	\$74,000.00
Total Retrofit 18 CUSS cost				\$148,000.00



County of Orange, John Wayne Airport

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

Server Upgrade: Create New Virtual Servers and Migrate the Workstations	Qty (Days)	
Design & Planning	4	\$6,400.00
Creation of Virtual Machines	4	\$6,400.00
Deployment of Virtual Machines	2	\$3,200.00
CUSE configuration, devices, airlines, applications	8	\$12,800.00
Quality Assurance, Test migration	2	\$3,200.00
Total Option 2		\$32,000.00

Hourly Labor Rates

Line	Position Responsibility	Year 4	Year 5
Materna Americas Personnel			
1	Senior Project Manager	\$185.00	\$189.63
2	PCI Manager	\$160.00	\$164.00
3	Quality Manager	\$150.00	\$153.75
4	Airline Integration Manager	\$160.00	\$164.00
5	Cybersecurity Engineer	\$185.00	\$189.63
Materna HQ Support Personnel			
6	Developer	\$175.00	\$179.38
7	Network Engineer	\$200.00	\$205.00
8	Procurement	\$110.00	\$112.75
9	Product Management	\$170.00	\$174.25
10	Project Management	\$155.00	\$158.88
11	Quality Assurance	\$155.00	\$158.88
12	Service Engineer	\$195.00	\$199.88
13	Technical Project Management – Lead Engineer	\$160.00	\$164.00
14	Technical Field Advisor – Engineer	\$150.00	\$153.75



County of Orange, John Wayne Airport

MA-280-20011231

Common-Use Passenger Processing System, "CUPPS" Maintenance and Repair

SUMMARY OF COSTS	Total	Year 4	Year 5
1.1 Core Costs Applications and Subscriptions	\$908,945.00	\$454,472.50	\$454,472.50
Third Party Software	\$332,706.00	\$166,353.00	\$166,353.00
RMS Tools	\$58,157.00	\$29,078.50	\$29,078.50
Add'l Recurring Costs (Service)	\$1,677,283.00	\$838,641.50	\$838,641.50
<i>Total</i>	\$2,977,091.00	\$1,488,545.50	\$1,488,545.50
1.2 Upgrade Hardware for CUPPS	\$669,710.00	\$334,855.00	\$334,855.00
1.3 Upgrade Hardware for CUSS	\$186,900.00	\$186,900.00	
1.4 Retrofit of 132 CUSS	\$583,788.00	\$583,788.00	
1.4 Retrofit of 18 CUSS	\$70,812.00	\$35,406.00	\$35,406.00
<i>Total</i>	\$1,511,210.00	\$1,140,949.00	\$370,261.00
Additional Work and Related Pricing			
Cybersecurity Engineer Year 1	\$74,000.00	\$74,000.00	\$0.00
Cybersecurity Engineer Year 2	\$74,000.00	\$0.00	\$74,000.00
Server Upgrade	\$39,500.00	\$39,500.00	\$0.00
Other Year 1	\$200,000.00	\$200,000.00	
Other Year 2	\$200,000.00		\$200,000.00
<i>Total</i>	\$587,500.00	\$313,500.00	\$274,000.00
Year 4 Contract Amount Shall Not Exceed:		\$2,942,994.50	
Year 5 Contract Amount Shall Not Exceed:			\$2,132,806.50
Total Contract Amount Shall Not Exceed:	\$5,075,801.00		

**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

Certificate Of Completion

Envelope Id: E6A9C56DB45643C49FDE47869B964C7B	Status: Completed
Subject: DocuSign: Materna and JWA Contract Renewal for CUPPS MA-280-20011231 Amend 1	
Source Envelope:	
Document Pages: 58	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	JWA Procurement
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3160 Airway Ave
	Costa Mesa, CA 92626
	jwaprocedurement2@ocair.com
	IP Address: 198.244.19.252

Record Tracking

Status: Original	Holder: JWA Procurement	Location: DocuSign
3/7/2023 2:14:46 PM	jwaprocedurement2@ocair.com	

Signer Events

Gary McDonald
 Gary.McDonald@materna-ips.com
 PRESIDENT, Americas
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 23B87535396E41A...
 Signature Adoption: Pre-selected Style
 Using IP Address: 71.47.161.81


Timestamp

Sent: 3/7/2023 2:27:00 PM
 Viewed: 3/7/2023 2:28:15 PM
 Signed: 3/7/2023 2:28:25 PM

Electronic Record and Signature Disclosure:

Accepted: 3/7/2023 2:28:15 PM
 ID: d5010549-aad2-495b-868d-676c9abec54c

Christine Nguyen
 cnguyen@ocair.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 26F9D76C929A49E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 66.192.3.174

Sent: 3/7/2023 2:28:28 PM
 Viewed: 3/7/2023 2:29:22 PM
 Signed: 3/7/2023 2:31:03 PM

Electronic Record and Signature Disclosure:

Accepted: 3/7/2023 2:29:22 PM
 ID: 1093c33b-ae8e-49d8-8808-4fba356a0bd3

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/7/2023 2:27:00 PM
Certified Delivered	Security Checked	3/7/2023 2:29:22 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	3/7/2023 2:31:03 PM
Completed	Security Checked	3/7/2023 2:31:03 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO John Wayne Airport, Orange County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO John Wayne Airport, Orange County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kramirez@ocair.com

To advise Carahsoft OBO John Wayne Airport, Orange County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kramirez@ocair.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO John Wayne Airport, Orange County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kramirez@ocair.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO John Wayne Airport, Orange County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kramirez@ocair.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO John Wayne Airport, Orange County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO John Wayne Airport, Orange County during the course of your relationship with Carahsoft OBO John Wayne Airport, Orange County.



**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.



Maintenance and Repair

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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

Maintenance and Repair

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 indemnitees 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

Maintenance and Repair

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.

a. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

Maintenance and Repair

- i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- ii. Cancelling, terminating, or suspending a contract, in whole or in part.

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

b. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq)

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

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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).

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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).

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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

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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

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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. The Contract shall be renewed, commencing June 1, 2023, and shall be effective for two (2) years, unless otherwise terminated as provided herein.~~

3. Contract Amount Not Exceed

Contract amount not to exceed ~~\$6,386,780.00~~ \$5,075,801.00.

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.

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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.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

10. ~~Compliance with County Information Technology Policies and procedures~~ County of Orange Information Technology Security Provisions: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~~

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~~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.~~

All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services, (ii) protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches, (v) ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and (vi) ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

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1. County of Orange Information Technology Security Standards: County of Orange security standards follows the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all County of Orange Information Technology Security Standards ("Security Standards"), as existing or modified, that pertain to Contractor in connection with the Services performed by Contractor as set forth in the scope of work of this Contract. Any violations of such Security Standards shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Standards include, but are not limited to, Attachment E - County of Orange Information Technology Security Standards.

Contractor shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this Contract.

2. The Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data and/or system(s). The Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. Contractor shall provide to County a copy of the organization's information security program and/or policies.

3. Information Access: Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data.

County may require all Contractor personnel, subcontractors, and affiliates approved by County to perform work under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. 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, subcontractor, or affiliate to whom issued.

Contractor shall provide each Contractor personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.

Throughout the Contract term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Contractor personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of Contractor personnel and/or subcontractor

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personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.

All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel 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 or Contractor's personnel and subcontractors, at any time.

Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Contractor personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

4. Data Security Requirements: Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards (NIST 800-53).

Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data.

Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by the County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.

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Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this Contract.

All data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

5. Enhanced Security Measures: County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. 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 and shall cause Contractor personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

6. General Security Standards: Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor ("Contractor Systems") to access County resources (including County systems), County data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.

At all times during the contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry best practices (NIST 800-53). Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County's access and use of County data and the Services.

7. Security Failures: Any failure by the Contractor to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.

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8. Security Breach Notification: In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data, Contractor shall, at its own expense, (1) immediately (or within 24 hours of potential or suspected breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence; (2) perform a root cause analysis of the actual, potential, or suspected breach; (3) provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of the breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County).

County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.

In the case of a breach, Contractor shall provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals.

Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence.

Notification shall be sent to:

Jessica Miller
IT Security Manager
3160 Airway Ave
Costa Mesa, CA 92626
Phone: (949) 252-5294

Linda Le, CHPC, CHC, CHP
County Privacy Officer
1055 N. Main St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 834-4082

JMiller@ocair.comLinda.Le@ocit.ocgov.com

9. Security Audits: Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).

Contractor shall inform County of any internal/external security audit or assessment performed on Contractor's operations, information and cyber security program, disaster recovery plan, and prevention, detection, or response protocols that are related to hosted County content, within sixty (60) calendar days of such audit or assessment. Contractor will provide a copy of the audit report to County within thirty (30) days after Contractor's receipt of request for such report(s).

Contractor shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by Contractor to County under this Contract. Contractor shall implement any required safeguards as identified by County or by any audit of Contractor's data privacy and information/cyber security program.

In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section.

10. Business Continuity and Disaster Recovery (BCDR):

For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

The Contractor shall maintain an comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third parties. The County and Contractor will agree on Recovery Point Objectives and Recovery Time

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Objectives (as needed)) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality.

All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.

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.

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19. Contractor Security Agreement Intentionally Left Blank

~~Contractor must acknowledge, by signature, that it has read and accepts the responsibilities of the security agreement below and agrees to protect the confidentiality of all information while performing its duties. The County of Orange Contractor Security Agreement form with signature lines is attached for your convenience. This signed security form shall become part of the resultant contract.~~

- ~~1. Contractor acknowledges on behalf of itself and its employees and agents that the confidentiality of the user ID and password must be maintained at all times and that should they be compromised, Contractor shall immediately notify County's Project Manager and request cancellation of the compromised user ID and password and issuance of a new user ID and password.~~
- ~~2. The user ID and password are to be used by Contractor and its authorized employees and agents only, and Contractor shall be solely responsible for their use.~~
- ~~3. The user ID and password are to be used by Contractor and its authorized employees and agents on behalf of County current contractual duties, functions, and responsibilities only.~~
- ~~4. The use of County information resources and data by Contractor is to be only in accordance with COUNTY business objectives; use of the resources for private or personal gain is prohibited and may be subject to administrative, civil and criminal penalties.~~
- ~~5. The information contained within County systems and document image and report databases (including but not limited to names, social security numbers, addresses, health records, assistance payments and applications) shall not be disclosed by Contractor or its employees or agents to any outside parties or other system users who are not directly authorized by County to view such reports or images or who are not authorized employees or agents of Contractor.~~
- ~~6. Contractor shall not permit others who are not directly authorized by County to access reports and images, payroll records, banking information, assistance records, or other confidential information or to view any such items.~~

~~By signing below, Contractor acknowledges it has read this agreement and accepts these responsibilities and agrees to protect the confidentiality of all information while performing its duties. Contractor further acknowledges that the disclosure of sensitive, confidential, or proprietary information to unauthorized persons during or after termination of employment may make it liable for administrative, civil or criminal prosecution.~~

Firm Name

Print Name _____ Signature _____ Date

~~If Contractor is a corporation, two signatures are required.~~

Print Name _____ Signature _____ Date

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

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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

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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

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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

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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~~

Contractor: Materna IPS USA Corp.
Attn: Daniel Dunn
5323 Millenia Lakes Blvd Ste 300
Orlando, FL 32839
Phone: (941) 928-0046
Email: daniel.dunn@materna-ips.com

County's Project Manager: JWA/Information Technology
Attn: Will Bogdan
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 255-1336
Email: wbogdan@ocair.com

cc: JWA/Procurement
Attn: Dat T. Thai, County DPA
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-5175
Email: dthai@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.~~

- a. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works.

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- b. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.
- c. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.
- d. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
- e. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:
- \$25,000 for new construction, alteration, installation, demolition or repair.
 - \$15,000 for maintenance.
- f. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:
- i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
 - iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

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- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.
- g. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor for each calendar day of during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.
- h. Apprentices: The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

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Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

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

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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

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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

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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

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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

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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~~64.~~

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.

65. Airport Security: Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

i. Airport-Issued Badge Acquisition, Retention, and Termination: Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas, and engaged in the performance of work under this Contract must pass JWA's security background screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment.
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.

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8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.

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8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:

- STA Fee: Approximately \$11.00
- Fingerprint/CHRC Fee: Approximately \$31.00
- ID Badge Fee: Approximately \$10.00
- Terminated, Unreturned ID Badge Fee: Approximately \$250.00

9. Contractor shall abide by all the security requirements set forth by the Transportation Security Administration (TSA) and JWA.

ii. **Airport Driving Endorsement:** In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstances shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Control Tower.

iii. **Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current

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posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

3. JWA security badge is nontransferable.
 4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
 5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.
 6. No worker shall be used in performance of this work that has not passed the background check.
- iv. **Security Clearance - Other:** Contractor, Contractor's employees, and subcontractors who do not need unescorted access to restricted Airport areas may be required by JWA to complete and pass security background screening requirements if their performance of work under this contract meets certain criteria, including but not limited to:
1. Employee will be required to be on-site on a routine or recurring basis in the daily performance of their duties or to complete a temporary or long-term project.
 2. Employee will not be on-site but will connect remotely to JWA systems through an unescorted or escorted remote access mechanism.
 3. Employee will have access to JWA data or systems that are deemed sensitive or require a high level of security due to mandate, law, or policy.

(signature page follows)

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Signature Page

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

~~Materna IPS USA Corp.*~~

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

Deputy _____ Date _____

Approved by Board of Supervisors on:

Date

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

MATERNA IPS USA CORP*

Print Name Title

Signature Date

Print Name Title

Signature Date

COUNTY OF ORANGE, a political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

Print Name Title

Signature Date

APPROVED AS TO FORM:
County Counsel

By: _____

Date: _____

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

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~~

1. Purpose

This document is the Statement of Work (SOW) for a two-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, 2023.

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

- 1) Common Use Self Service (CUSS) kiosks.
- 2) Common Use Passenger Processing System (CUPPS).
- 3) A Site Administrator/Account Manager covering airport operating hours, seven days per week, and supporting planned maintenance, IT, and construction activity.
- 4) Multi-User Flight Information Display System (MUFIDS).
- 5) Resource Management System (RMS) and associated RMS/MUFIDS database.

The following equipment, software, and hardware changes and updates are necessary to extend the usable life of the systems and must be completed within eight months from execution of this contract. Additional details are included in the Scope of Support and Maintenance section of this contract. All work must be coordinated with JWA IT prior to start:

- 1) Ensure all Windows and Server operating systems have the latest supported operating systems and service packs from Microsoft.
- 2) Remove 18 CUSS kiosks with direction from JWA IT.

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- 3) Retrofit the existing 132 CUSS kiosks to replace End of Life (EOL) / End of Service (EOS) peripherals.

The following strategies are optional and can be exercised to extend the usable life of the systems after coordinating and receiving approval from Airport IT:

- 1) Optionally, replace various peripheral components that are considered to have decreased performance or should be replaced for health and safety reasons, such as ADA compliance, ergonomic requests approved by JWA.

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

1.1. Location of Work

All work activity within this SOW are offered on the basis that a contractor's license is not required for performing on site work at JWA. For any work that is subsequently found to require a contractor'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 complete 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, as needed.

Materna IPS supplied software upgrades, support, and maintenance and OS related tasks can be performed remotely via site-to-site VPN access, and must comply with the County of Orange Information Technology Security Provisions. JWA will facilitate appropriate secure remote access to Materna IPS and Materna for such works. Materna will provide VPN connectivity requirements to JWA.

1.2. Definitions

For the purposes of this document, the following terms may be used interchangeably:

- "Materna," "Materna IPS," "Vendor," or "Contractor" shall refer to Materna IPS and its agents, subcontractors, and anyone else they employ for the ongoing maintenance and support of the CUPPS environment and all of its components in accordance with this contract.
- "JWA," "Airport," and "County" shall refer to John Wayne Airport and its employees, agents, and any subcontractors utilized to ensure the ongoing continuity of operations of the airport and to satisfy its obligations in this contract.
- "CUPPS" shall refer to all collective components of the system including, but not limited to, CUPPS, CUSS, RMS, and FIDS.

1.3. System Owner, Stakeholders, and Users

The following are defined to clarify entities involved with CUPPS:

- System Owner: JWA, County of Orange
- System Contractor: Materna IPS (Refer to Section §2.3 for Materna Roles)
- System Stakeholders: JWA IT, OCIT, TSA, current and future JWA passenger air carriers.
- System Users: JWA passenger air carrier employees, air carrier customers, and others who

directly interact with the services that the system provides.

1.4. Additional Work

1. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval prior to commencing any additional work.
2. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
3. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
4. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
5. Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

1.5. Reimbursable/Travel

Travel reimbursements shall not exceed the per diem rates established by the U.S. General Services Administration (GSA) for the primary destination. Maximum per diem reimbursement rates for lodging, meals, and incidental expenses are established by city/county and may vary by season. It is the Contractor's responsibility to review the current rates at www.gsa.gov and obtain the Project Manager's approval prior to travel.

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 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 support all of the systems and services that it has supplied. This team will be responsible for providing support to all JWA based users and users of the system. The objective of this team is to conduct preventative maintenance actions, promptly respond and repair the system in the event of system disruptions as described in section 3 of The Service Level Agreement (SLA), advise JWA of future software and hardware updates well in advance for planning purposes, and ensure the system is in compliance with regulatory and industry standards.

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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 shall provide regular status updates to JWA and users to inform on troubleshooting actions, and the estimated time of repair to full operation.

Materna IPS shall provide monthly reports to JWA detailing system discrepancies, root cause of discrepancies for trend analysis, and how the discrepancies were resolved. Materna IPS shall also report discrepancies, such as software faults, and track the handling by the Materna IPS software engineering team.

Key features of the Materna IPS support package for users must include:

- 24x7 daily Service Desk operations
- 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 shall continue the established collaborative service delivery methodology, incorporating Materna's resources working alongside JWA's IT Support Team. This collaborative approach is directed and managed by Materna's Site Administrator / Account Manager, who is responsible for achieving SLA compliance with the resources available.

Materna shall provide appropriate training, diagnostic tools, and advice to the JWA IT Support Team to deliver the required level of incident resolution and preventative maintenance.

Materna will provide updates on the status and success of service delivery 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 American

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

2.3.3. Site Administrator/Account Manager Job Description and Duties

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Materna will provide two (2) full-time site administration/account manager positions for JWA. These individuals will support CUPPS, Airlines, and others ("Stakeholders") as defined in the job duties, functions, and responsibilities listed below. This will ensure continuity of operations and ensure delivery of 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 of 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, scheduled and recurring maintenance, and any upgrades that impact the CUPPS. 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 as 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 and has completed the JWA ID Badge process 30 days before the start of the contract. Reference **Section 65, Airport Security** of this contract for Airport ID/Access Control requirements, fees, and timeline. This is 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. County reserves the right to approve or reject on-site Materna personnel prior to job offer.

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.

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- 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.
- 31) Provide support and lead cybersecurity program and compliance efforts for all components within the CUPPS at the direction of County's IT Security Manager.

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- 32) Respond to security incidents, provide reporting to County and other stakeholders, lead and support efforts during the identification, containment, eradication, recovery, and post incident analysis of all CUPPS systems.

2.3.4.Changes to Existing Equipment

The following equipment, software, and hardware changes and updates are necessary to extend the usable life of the systems and must be completed within eight months from execution of this contract. All work must be coordinated with JWA IT prior to start:

1. Ensure all Windows and Server operating systems have the latest supported operating systems and service packs from Microsoft.
2. Remove CUSS kiosks with direction from JWA IT.
3. Retrofit the existing CUSS kiosks to replace End of Life (EOL) / End of Service (EOS) peripherals.

2.3.5.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 other stakeholders and for each call opens trouble ticket. The trouble tickets are stored in a customer-specific database with customer-specific history for further investigation by the technical team.

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 (657) 439-3111

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.

2.3.6.Local JWA Support Team

Local JWA IT teams 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) as determined by JWA management. County IT leadership will set priorities based on severity, business impact, etc.
- 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

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- 8) Responsible for delivering Planned Hardware Maintenance schedule recommended by the Materna Site Admin, who is responsible for escalation and coordinating resources from other third-party suppliers (i.e., OCIT/SAIC).

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 will 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 in coordination with JWA and County IT. Variances from this requirement shall be mutually agreed upon between Vendor and County.

Materna requires the JWA Support Team to be available on site during operational hours and 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 JWA's unavailability shall not incur penalties and will be tabled for discussion at the next scheduled Service Review meeting.

3.2. Description of Service Levels

A priority classification will be 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 will 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:

<u>Priority</u>	<u>Description</u>	<u>Examples</u>
<u>Priority 1: Critical</u>	<u>The entire system is completely unavailable, or performance problems are preventing use of the system.</u>	<u>No workstations or kiosks are available to process passengers.</u> <u>Major server / service outage.</u>

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

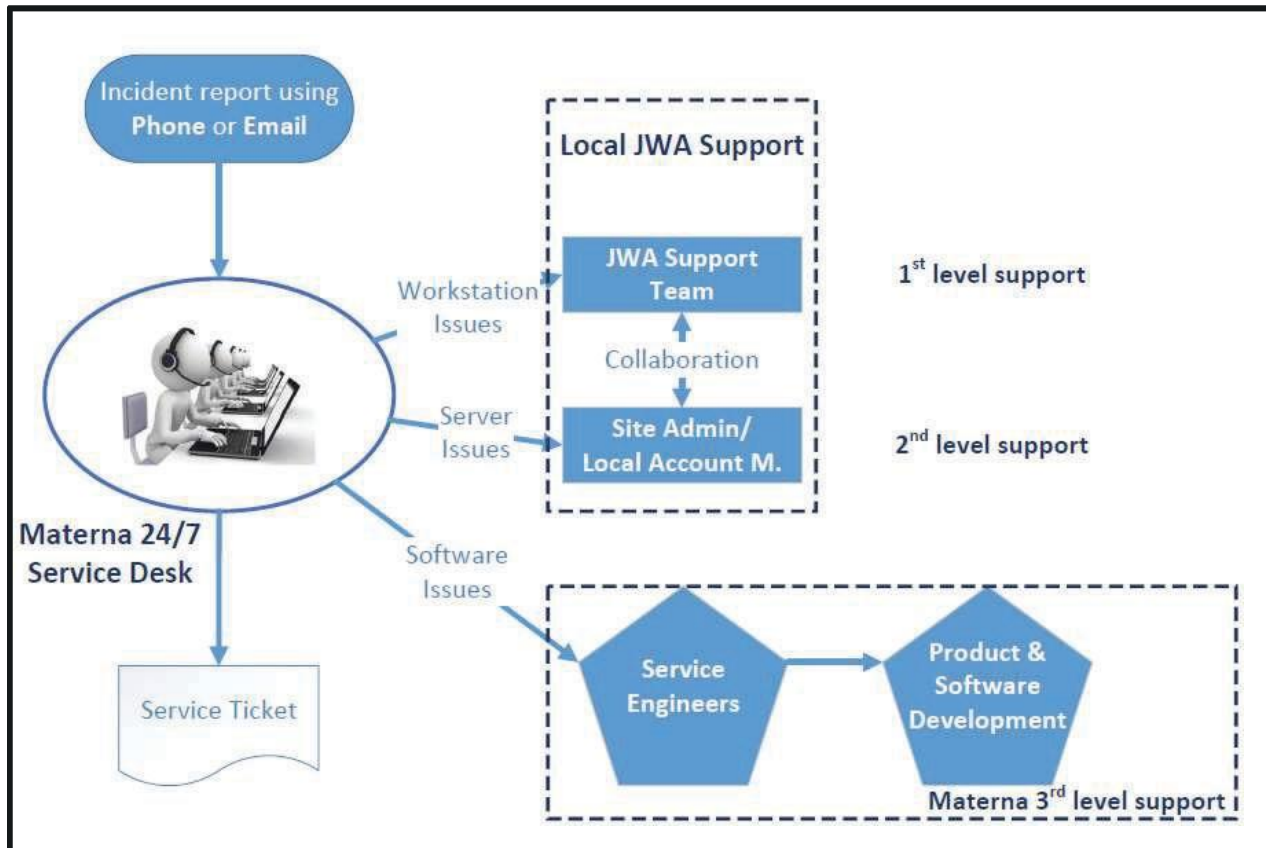
3.2.2. Incident Management

The purpose of Incident Management is to return the system in question back to service, enabling the customer to continue to use it, restore to 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.

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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 analyze 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 analyze and correct software bugs and are 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:

<u>Service</u>	<u>Availability</u>
<u>Service Desk*</u>	<u>24 hours / 7 days</u>
<u>Technical Support (Service Engineers Team)</u>	<u>15 hours / 7 days, 2030 – 1130 PST**</u>
<u>Development Support</u>	<u>10 hours / 5 days, 2230 – 0830 PST</u>
* 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.

<u>Order of Escalation</u>	<u>John Wayne Airport</u>	<u>Materna IPS</u>
<u>1 Before expiry of Target Restore Time in case of P1 & P2 incidents</u>	<u>Von Hester</u> Senior Technologist vhester@ocair.com +1 (949) 252-6064	<u>Site Admin / Account Managers</u>

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<u>2</u>	William Bogdan IT Manager, Operations wbogdan@ocair.com +1 (949) 375-2514	Balázs Csongrádi Head of Technical Solutions Balazs.csongradi@materna-ips.com +1 (980) 666-9019
<u>3</u>	Richard Steele Deputy Airport Director, Operations rsteele@ocair.com +1 (949) 252-5264	Daniel Dunn VP Operations North America Daniel.Dunn@materna-ips.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 is 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.

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

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<u>Gates with 4 workstations: 3 or more workstations simultaneously unavailable for more than 30 minutes.</u>	<u>Offset: \$500 per one (1) hour period or fraction thereof.</u>
<u>Display Availability</u>	
<u>Any individual CUTE workstation / CUSS kiosks / MUFIDS display not available for 72 hours.</u>	<u>Offset: \$500 per 72-hour period or fraction thereof.</u>
<u>Response Time Exceeded</u>	
<u>Critical trouble call response time exceeds the defined time (below) (Priority 1)</u>	<u>Offset: \$1,000 per incident</u>
<u>Important and Low Priority trouble call response time exceeds the defined time (below) (Priority 2 and 3)</u>	<u>Offset: \$500 per incident</u>
<u>Critical Trouble Call Response Times (Priority 1)</u>	
<u>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.</u>	
<u>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.</u>	
<u>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.</u>	
<u>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.</u>	
<u>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.</u>	
<u>Important and Low Priority Trouble Call Response Times (Priority 2 and 3)</u>	
<u>The on-site response time for Important (Priority 2) Trouble Call is four (4) 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.</u>	
<u>The on-site response time for Low Priority (Priority 3) 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.</u>	
<u>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.</u>	
<u>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.</u>	
<u>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.</u>	
<u>JWA PCI audit reporting and response</u>	
<u>Provide the requested PCI documentation within two (2) business days. Offset: \$500 per 24-hour period or fraction thereof</u>	

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<u>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)</u>	
<u>Absent onsite coverage hours greater than two (2) hours 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 management and Materna VP of Operations (or their designee's)</u>	
<u>Remote work to substitute daily onsite hours is not an acceptable provision, unless there is a need for a rare event or under extraordinary circumstances, defined by the following as: by reason of acts of God, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted).</u>	
<u>These situations will require concurrence between JWA IT Manager and Materna VP Operations</u>	
<u>Miscellaneous Items</u>	
<u>Reports are not provided later than five (5) business days as required in the SOW or due to loss of data.</u>	<u>\$500 per occurrence.</u>
<u>Service Desk does not answer phone calls, respond to emails within four (4) hours, or does not generate a service ticket within ten (10) minutes after completion of the initial phone call.</u>	<u>\$1,000 per occurrence</u>
<u>Misclassification of priority levels on 4 or more service tickets in a 30 day period. Penalty shall not apply to tickets that increase in priority due to an evolving issue or due to lack of information from the caller.</u>	<u>\$500 per occurrence</u>

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 shall be in original condition or modified by Materna only.

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) (*County of Orange Change Request Clause does not apply*) 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 required and indicated on the JWA IT Change Request Form

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

3.8. Unplanned Changes (Incident and Change Management)

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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 – and, 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. Preventive 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 Preventive Maintenance ActivitiesMonthly 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 ActivitiesMonthly 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

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5. Boarding Gate Readers (BGRs) should be thoroughly cleaned
6. Blow dust away from beneath the keys on keyboards, Clean Magstripe Reader/Onboard Card Reader ("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 ActivitiesQuarterly 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 if deemed unnecessary, only maintain existing / recommended spare stock levels for existing assets.

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

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 June 1st, 2023, then JWA bears responsibility for replacement, which will be executed via the Task Order Process or JWA direct purchase.

In either event, after the replacement of the failed device, Materna IPS maintains ongoing responsibility for managing the repair process (either locally or via warranty). Materna IPS shall also maintain an Asset register that clearly identifies each Asset and its corresponding Warranty status to notify 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 bears responsibility 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 – Ticketing & Gates / Spares
2. Handheld Scanners / Spares – Desko
3. Boarding Gate Readers / Spares – Desko
4. Lexmark 312 Document Printers / Spares – Lexmark
5. ET6500 Printers / Spares 2016 – Unimark
6. ET7000 Printers / Spares 2022 -Unimark
7. USB Serial Device
8. Integrated keyboards

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9. 24" MUFIDS Display
10. 40" MUFIDS Display
11. 46" MUFIDS Display
12. 50" MUFIDS Display
13. 55" MUFIDS Display
14. MUFIDS RASPBERRY PI's
15. iGel UD2 thin clients
16. Kiosk enclosure
17. ELO Touch Screen – Kiosks / Spares
18. HP ProDesk 600 / Spares
19. Ingenico 4000 Payment Device kit (Card Reader, Keypad, Touchless Device) / Spares
20. DESKO PentaCube Document Scanner / Spares
21. KPM180H Custom Printer – Kiosk / Spares
22. 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.

<u>Consumable Item</u>	<u>Monitored & Ordered By</u>	<u>Installed By</u>
<u>Bag Tag Stock</u>	<u>JWA</u>	<u>JWA</u>
<u>Boarding Pass Stock</u>	<u>JWA</u>	<u>JWA</u>
<u>Laser Printer Paper</u>	<u>JWA</u>	<u>JWA</u>
<u>Laser Printer Toner Cartridges</u>	<u>JWA</u>	<u>JWA</u>
<u>Laser Printer Drum Cartridges</u>	<u>JWA</u>	<u>JWA</u>
<u>Kiosk Paper</u>	<u>JWA</u>	<u>JWA</u>
<u>Cleaning Materials</u>	<u>JWA</u>	<u>JWA</u>

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<u>Consumable Item</u>	<u>Monitored & Ordered By</u>	<u>Installed By</u>
<u>Specialist Service Tools</u>	<u>JWA</u>	<u>n/a</u>
<u>Unimark Print heads and Platen Rollers</u>	<u>JWA</u>	<u>JWA</u>
<u>UPS Batteries</u>	<u>JWA</u>	<u>JWA</u>

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 requirements for file integrity monitoring (FIM) for all CUPPS/CUSS devices including servers. Materna shall provide services and monitoring.
3. **Mosaic451/Sentinel** – Security log monitoring service provided and monitored by JWA. This is installed on all devices (Servers, CUSS endpoints and CUPPS). Mosaic451/Sentinel programs 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 users 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

Security log 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).

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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
14. For CUSS Kiosks: time from initial Icinga alert until the item is cleared within the system.

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 to key JWA users. 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 February 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.

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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 the requirements in PCI DSS latest active version. Materna's PCI areas of specific responsibility are outlined in the CUPPS PCI Matrix of Responsibilities (Appendix B), attached by reference due to confidential sensitive security information. 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 shall 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 discussed with JWA so a mutual resolution can be reached.

Provide monthly PCI DSS 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. Windows 10 and Windows 11**

Materna will update Windows 10 systems with the latest service pack and security updates

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("patches") to ensure ongoing compliance with Microsoft's support matrix.

Materna will assess Windows 11 for compatibility and readiness of the airline applications and communicate with airlines and County on the feasibility of implementing the new OS before Windows 10 reaches end of life on October 14, 2025.

3.21.2. Server Update

Materna will ensure all servers are operating on Windows Server 2016 or later as of June 1, 2023 and will continue to install service packs and security updates ("patches") to ensure ongoing compliance with Microsoft's support matrix.

Materna will assess Windows Server 2019 for compatibility and readiness of the airline applications and communicate with airlines and County on the feasibility of implementing the new OS.

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.

4.1. Server Hosting, Operation of Servers and Hardware List

The CUPPS Virtual Infrastructure comprises six HPE DL360 Gen 9 servers, all running VMware ESXi 7.0.3 Hypervisor. Three servers are in the Terminal A core room, three in the Terminal C core room and witness server in Terminal B ATO.

<u>ESXi Hosts - VMWare</u>				
<u>snausesx01</u>	<u>172.16.20.161</u>	<u>VMWare ESXi 7.0.3</u>	<u>ESX Server 1</u>	<u>Terminal A</u>
<u>snausesx02</u>	<u>172.16.20.162</u>	<u>VMWare ESXi 7.0.3</u>	<u>ESX Server 2</u>	<u>Terminal A</u>
<u>snausesx03</u>	<u>172.16.20.163</u>	<u>VMWare ESXi 7.0.3</u>	<u>ESX Server 3</u>	<u>Terminal A</u>
<u>snausesx04</u>	<u>172.16.20.181</u>	<u>VMWare ESXi 7.0.3</u>	<u>ESX Server 4</u>	<u>Terminal C</u>
<u>snausesx05</u>	<u>172.16.20.182</u>	<u>VMWare ESXi 7.0.3</u>	<u>ESX Server 5</u>	<u>Terminal C</u>
<u>snausesx06</u>	<u>172.16.20.183</u>	<u>VMWare ESXi 7.0.3</u>	<u>ESX Server 6</u>	<u>Terminal C</u>

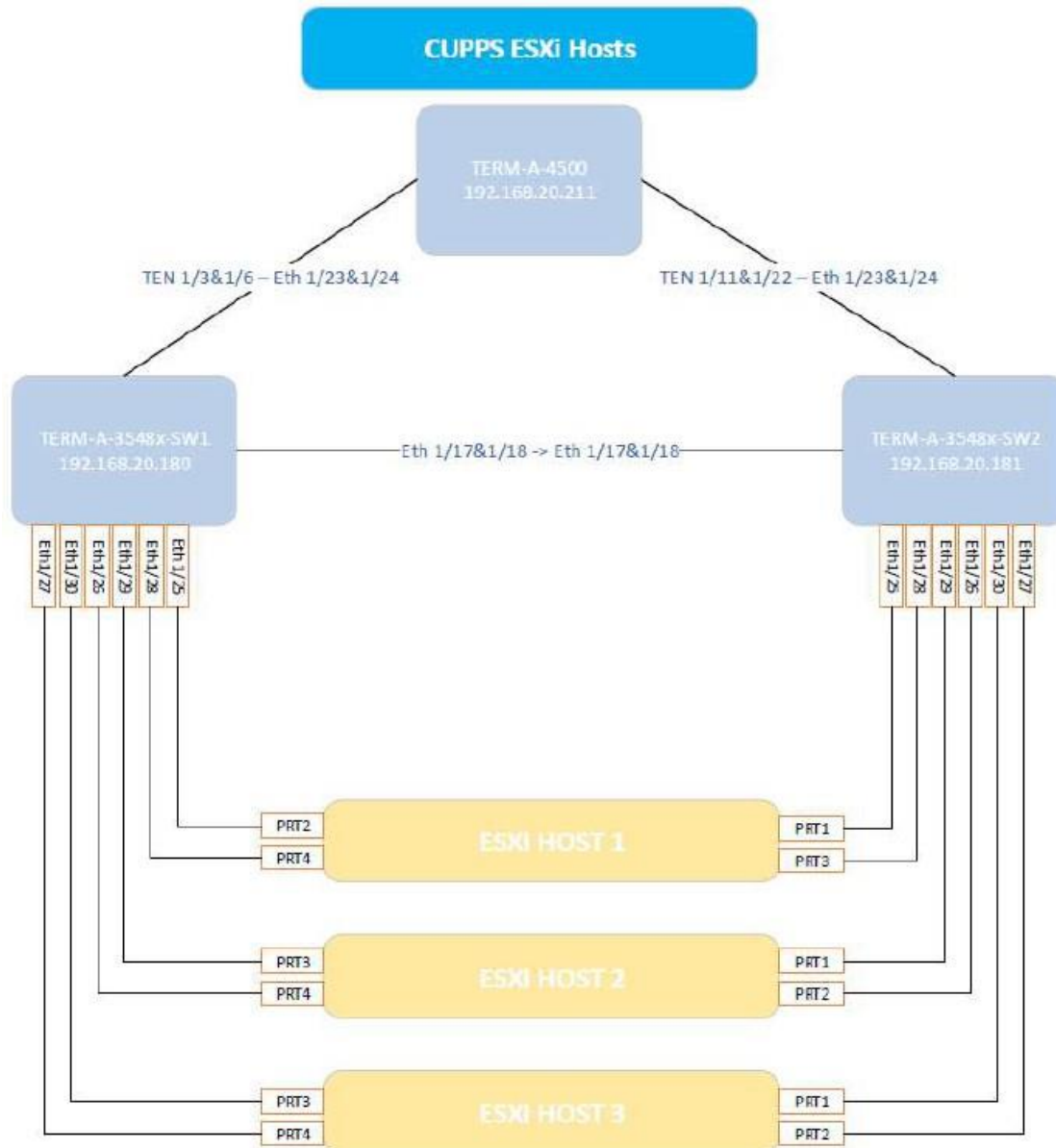
1. JWA has purchased new Gen 10 server hardware to replace the existing Gen 9 servers. The migration to these new hosts is planned for 2023 and currently discussed with JWA.
2. There are 2x HPE Nimble HF20 SAN Arrays distributed between Terminals A and C. The two arrays are configured as followed: Terminal-A has Nimble SNATA-NIMB1 setup as primary. Two controllers are setup (A & B), 2x Data and Peering interfaces are sharing the 10gb connections, and 1 management port is configured on each controller. Serial# AF-225541. Terminal-C has Nimble SNATC-NIMB1 configured as standby. Two controllers are setup (A & B), 2x Data and Peering are sharing the 10gb connections, and 1 management port is configured on each controller. Serial # AF-225018.

The arrays are part of a group called: SNANIMCUPPS. <https://172.16.20.175> is the dedicated IP used to manage the Nimble arrays.

3. There are 3x 24-port Cisco 9300 10Gb switches in each terminal; used to uplink the 10Gb modules. These switches are stacked and are managed by County. The stack in Terminal A is

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known to JWA as CUPPS STACK A; the stack in Terminal C is known as CUPPS STACK B. Each stack is uploaded to a Cisco core switch, and these core switches are interconnected by fibre. The airline connectivity is also fed into the Cisco core switches, and is managed by County.



4. There is a Nimble Witness Server running in a Telecoms room in Terminal B. This Witness Server is Running CentOS7, and configured to allow the SAN to maintain quorum in the event of the loss of either Terminal A or Terminal C core room.
5. There are two Tandberg RDX QuikStor backup devices, one in each Terminal, with 2 cartridges mounted on each at any given time. The cartridges are mounted on the backup server running Veeam Backup and Replication, from which backups can be restored either as whole VMs, or individual files.

Maintenance and Repair**4.2. Virtual Servers Infrastructure****4.2.1. Server subnet overview:**

<u>CUPPS Server VLAN</u>	
<u>VLAN ID</u>	<u>642</u>
<u>Network Address</u>	<u>172.16.19.0</u>
<u>Subnet Mask</u>	<u>255.255.255.224 or /27</u>
<u>Broadcast Address</u>	<u>172.16.19.31</u>
<u>Gateway Address</u>	<u>172.16.19.30</u>
<u>Firewall Failover Address</u>	<u>172.16.19.29</u>
<u>Usable Address Range</u>	<u>172.16.19.1 - 172.16.19.28</u>

4.2.2. List of Servers:

<u>Windows Servers – all virtualized</u>			
<u>snausavo01</u>	<u>172.16.19.14</u>	<u>MS Server 2012 R2--core</u>	<u>McAfee MOVE AV Offload Server</u>
<u>snausavo02</u>	<u>172.16.19.15</u>	<u>MS Server 2012 R2--core</u>	<u>McAfee MOVE AV Offload Server</u>
<u>snausavo03</u>	<u>172.16.19.18</u>	<u>MS Server 2012 R2--core</u>	<u>McAfee MOVE AV Offload Server</u>
<u>snausavo04</u>	<u>172.16.19.19</u>	<u>MS Server 2012 R2--core</u>	<u>McAfee MOVE AV Offload Server</u>
<u>snausepo</u>	<u>172.16.19.17</u>	<u>MS Server 2012 R2</u>	<u>McAfee ePO Server</u>
<u>snausfim</u>	<u>172.16.19.10</u>	<u>MS Server 2016</u>	<u>File Integrity Monitor - workstations</u>
<u>snauslog</u>	<u>172.16.19.11</u>	<u>MS Server 2016</u>	<u>CUSE Logs</u>
<u>snauswsus</u>	<u>172.16.19.6</u>	<u>MS Server 2016</u>	<u>WSUS Server</u>
<u>snauscus01</u>	<u>172.16.19.7</u>	<u>MS Server 2012 R2</u>	<u>CUSE server--primary</u>
<u>snauscus02</u>	<u>172.16.19.8</u>	<u>MS Server 2012 R2</u>	<u>CUSE server--secondary</u>
<u>snausbkp01</u>	<u>172.16.19.12</u>	<u>MS Server 2016</u>	<u>Veeam Backup Server</u>
<u>snausbkp02</u>	<u>172.16.19.20</u>	<u>MS Server 2016</u>	<u>Veeam Backup Server</u>
<u>snausdom01</u>	<u>172.16.19.3</u>	<u>MS Server 2016--core</u>	<u>PDC</u>
<u>snausdom02</u>	<u>172.16.19.4</u>	<u>MS Server 2016--core</u>	<u>BDC</u>
<u>snamstfi01</u>	<u>172.16.19.89</u>	<u>MS Server 2016</u>	<u>Tripwire File Integrity Server - kiosks</u>
<u>snausftp</u>	<u>172.16.20.242</u>	<u>MS Server 2016</u>	<u>OAG and Airline FTP for FIDS</u>
<u>snausmon01</u>	<u>172.16.19.26</u>	<u>CentOS7</u>	<u>iCinga Server</u>
<u>sna-mgt-mn-01</u>	<u>172.16.19.90</u>	<u>Alma Linux</u>	<u>iCinga2/MAC Server</u>
<u>McAfee MOVE-MP_SVA Manager</u>	<u>172.16.19.21</u>	<u>Ubuntu 18.04.4 LTS</u>	<u>McAfee SVM Manager</u>
<u>snausvcs</u>	<u>172.16.19.5</u>	<u>VMWare Photon OS</u>	<u>VSphere Client</u>
<u>Management Servers - all virtualized</u>			
<u>snausmgt01</u>	<u>172.16.19.2</u>	<u>MS Server 2016</u>	<u>Materna Management Server 1 - jump box</u>
<u>snausmgt02</u>	<u>172.16.19.25</u>	<u>MS Server 2016</u>	<u>Materna Management Server 2 - jump box</u>
<u>snaustcm</u>	<u>172.16.19.16</u>	<u>MS Server 2016</u>	<u>UMS Server (thin clients)--to be deprecated</u>
<u>snausums01</u>	<u>172.16.19.22</u>	<u>MS Server 2019</u>	<u>UMS Server (thin clients)--new</u>
<u>snamsmgt01</u>	<u>172.16.19.91</u>	<u>MS Server 2012 R2</u>	<u>Materna Management Server</u>

4.3. List of Infrastructure Services

The following is a list of the infrastructure services.

1. Active Directory Domain Services

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2. Domain Name Service (DNS)
3. Dynamic Host Control Protocol (DHCP)
4. Distributed File System (DFS)
5. Network Time Protocol (NTP)
6. Key Management Service (KMS)
7. Windows Software Update Services (WSUS)
8. Anti-Virus Management
9. Anti-Virus Offload Scan Server
10. Thin Client Management
11. VMware vCenter Services (vCenter)
12. VMware vCenter Update Services
13. Simple Mail Transfer Protocol (SMTP)
14. Veeam Backup and Replication Services
15. Monitoring Services (Icinga)
16. File Integrity Monitoring (Tripwire)

4.4. Software

The following provides a list of the software.

1. Extension of existing Materna IPS Agent application software licenses for use at JWA and all remote stations.
2. Extension of existing CUPPS/CUSS application licenses
3. 250 Microsoft VDA licenses, Microsoft Windows Virtual Desktop Access (Windows VDA) enables organizations to license virtual copies of Windows client operating systems in virtual environments (Windows VDA is a device-based subscription license). Based on information from ADBSG Materna understands all Microsoft Licenses are currently under JWA ownership, therefore no ownership transfer required. License renewal will be done by Materna based on the existing licensing agreement.
4. Antivirus software for existing servers and client workstations and kiosks
5. Veeam Backup Software License

4.5. 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 & Qik
2. AC (Air Canada) – ac/ac – Acmenu & Amadeus
3. AS (Alaska Airlines) – as/as
4. DL (Delta Airlines) – dl/dl – SNAPP 3.1.0.0
5. F9 (Frontier Airlines) – f9/f9 – Navitaire GoNow 4.7
6. G7 (Allegiant Air) – g7/g7 – Amadeus
7. MX (Breeze Airways) – mx/mx
8. NK (Spirit) – nk/nk – Navitaire GoNow 4.4
9. UA (United Airlines) – ua/ua – InfoConnect, UA Airport Apps
10. WN (Southwest Airlines) – wn/wn – Amadeus Altea
11. WS (WestJet) – ws/ws – Sabre Interact – currently suspended operations

4.6. 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. Air Canada (AC)
3. Alaska (AS)

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4. Delta (DL)
5. Frontier (F9)
6. Southwest (WN)
7. Spirit (NK)
8. United (UA)
9. WestJet (WS) – currently suspended operations

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:

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

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 Materna.

<u>Hardware/Peripherals</u>	<u>Qty</u>	<u>Picture</u>	<u>Functional Spare Qty</u>
<u>iGel UD2 Linux thin client</u>	<u>240</u>		<u>3%</u> <u>(8 pcs)</u>
<u>Desko keyboard</u>	<u>245</u>		<u>3%</u> <u>(8 pcs)</u>

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<u>Hardware/Peripherals</u>	<u>Qty</u>	<u>Picture</u>	<u>Functional Spare Qty</u>
<u>Unimark ET6500 printer (EOL will be replaced by ET7000)</u>	<u>423</u>		<u>3%</u> <u>(14 pcs)</u>
<u>Unimark ET6500 printer with RFID module for Delta Air Lines</u>	<u>24</u>		<u>10%</u> <u>(2 pcs)</u>
<u>Desko/Honeywell 1900G Boarding Card Reader</u>	<u>245</u>		<u>3%</u> <u>(8 pcs)</u>
<u>Desko 604 Boarding Gate Reader (BGR)</u>	<u>60</u>		<u>6%</u> <u>(4 pcs)</u>
<u>Unimark ET7000 printer</u>	<u>423</u>		<u>3%</u> <u>(14 pcs)</u>
<u>Lexmark MS312DN</u>	<u>47</u>		<u>3%</u> <u>(2pcs)</u>

5.2. CUSS

<u>Equipment Type</u>	<u>Location</u>	<u>Quantity</u>
<u>CUSS Kiosk Positions</u>	<u>Lobby</u>	<u>38 x 3 = 114</u>
	<u>Baggage Claim</u>	<u>1 x 2 = 2 (A & B only)</u>
	<u>Customer Services</u>	<u>A, B, C = 8</u>
	<u>Lab</u>	<u>1 x 1 = 1</u>
	<u>Spares</u>	<u>7 + 18 = 25</u>
	<u>Total</u>	<u>125 (Not Including Spares)</u>

5.3. Kiosk Component Spares

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

<u>Device</u>	<u>Percentage Spares</u>	<u>Qty Spares</u>
<u>HP ProDesk PC</u>	<u>3%</u>	<u>5</u>
<u>19" LCD Touchscreen</u>	<u>3%</u>	<u>3</u>
<u>Internal service keyboard</u>	<u>3%</u>	<u>9</u>
<u>Ingenico Chip and pin pad</u>	<u>3%</u>	<u>5</u>
<u>Ingenico EMV card reader</u>	<u>3%</u>	<u>20</u>
<u>Speakers and amplifier</u>	<u>3%</u>	<u>9</u>
<u>3M passport reader</u>	<u>3%</u>	<u>2</u>
<u>Custom KPM180 printer</u>	<u>19%</u>	<u>50</u>

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 350 displays.

The MUFIDS system will be networked to connect to the cloud infrastructure. These are secured within the application. No other dedicated connectivity is required, however; outbound TCP ports 80/443/8080/9915-9917/8034-8037 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 display system
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 users 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. 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

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secured by individual firewalls with strict port controls and access, increasing the security of the application.

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 users 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)

5.5.1. 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

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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.

5.5.2. 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.

5.6. Baggage Input Console

Materna shall work with JWA to maintain this system and ensure smooth operation.

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

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. 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 upon with JWA.

7.4. PCI-DSS**7.4.1. Kiosk**

The kiosks will form part of a PCI DSS 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. 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 alerts JWA to 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

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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

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

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.~~

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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

- 1. Compensation:** This is a firm-fixed fee/usage Contract between the County and Contractor for Common-Use Passenger Processing System, "CUPPS" Maintenance and Repair as set forth in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing 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. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions.**

- 2. Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Please see Attachment G, Fees and Charges.

- 3. Price Increase/Decreases:** No price increases will be permitted during the term of the Contract. 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

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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.

4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract.
6. **Final Payment:** Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all the work and JWA issued badges are returned to Badging Office.
7. **Payment Terms – Payment in Arrears:** Invoices are to be submitted monthly in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor 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.
8. **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.
9. **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:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from 1 above
- C. Contractor's Federal Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement (MA) number: **MA-280-20011231**
- G. Agency/Department's Account Number
- H. Date of invoice and invoice number

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- I. Product/service description, quantity, and prices
- J. Order Date/Service Date(s)
- K. Sales tax, if applicable
- L. Freight/delivery charges, if applicable
- M. Total

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

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

OR

Emailed to AccountsPayable@ocair.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via and EFT Authorization Form. To request a form, please contact the DPA.

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

1. 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

<u>Company Name & Address</u>	<u>Service(s)</u>	<u>Pricing Reference</u>
<u>KIOSK Information Systems</u> <u>346 S Arthur Ave</u> <u>Louisville, CO</u> <u>Jake Davis</u> <u>(303) 661-1641</u>	<u>Provide retrofit services to on the current kiosks in the terminal.</u>	<u>\$583,788</u>
<u>ServiceTec</u> <u>12007 Sunrise Valley Dr</u> <u>Suite 355</u> <u>Reston, VA 20191</u> <u>Laura Becker</u> <u>(703) 259-4017</u>	<u>Provide Service Desk for front line agents who need assistance with hardware of software incidents that occur during business operations.</u>	<u>Included in "Annual CUPPS/CUSS Support "core costs described in Section, 1.7, Total Summary of Pricing, Item 500.</u>
<u>TSI Terminal Systems International, Inc.</u> <u>2210 Hanselman Avenue</u> <u>Saskatoon, SK</u> <u>Canada S7L 6A4</u> <u>Curtis Reid</u> <u>306-934-6911</u>	<u>Providing solutions for Flight information displays throughout the airport.</u>	<u>Included in "Annual CUPPS/CUSS Support "core costs described in Section, 1.7, Total Summary of Pricing, Item 500.</u>
<u>AeroCloud Systems</u> <u>1990 Main Street, Suite 801, Sarasota,</u> <u>FL 34236</u> <u>Andrew Hope</u> <u>(941) 226 8215</u>	<u>Providing Ramp Management services for aircraft parking and information reporting on these services.</u>	<u>Included in "Annual CUPPS/CUSS Support "core costs described in Section, 1.7, Total Summary of Pricing, Item 500.</u>

ATTACHMENT E
COUNTY OF ORANGE INFORMATION TECHNOLOGY SECURITY STANDARDS

(attached separately)

ATTACHMENT F
JOHN WAYNE AIRPORT – IT CHANGE REQUEST FORM

(attached separately)



ATTACHMENT G
FEES & CHARGES

Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

1.1 Costs for CUPPS and CUSS for Two Year Extension

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>NTE (2 Years)</u>
<u>Core Costs Applications and Subscriptions</u>				
101	CUPPS & CUSS Software application support Including - Software updates and patch management - Release management - Site update support for airline applications - Fixed term support package to 5/31/2025	1	\$561,904.00	\$561,904.00
102	Materna FIDS/AODB/RMS system Including - Support - Fixed term subscription license to 5/31/2025	1	\$347,041.00	\$347,041.00
<u>Total One-Time Costs</u>			<u>\$908,945.00</u>	<u>\$908,945.00</u>

<u>Third Party Software</u>				
201	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 - Microsoft VDA Licensing - vSphere Support - Antivirus Licensing - File Integrity Monitoring - Backup Management Tool (Veeam) - Other license / software as required	1	\$166,353.00	\$332,706.00
<u>Total Third Party Software</u>			<u>\$166,353.00</u>	<u>\$332,706.00</u>

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<u>RMS Tools</u>			
	<u>Forecasting, outage and tow management</u> <u>-Forecast tool and future stand planning</u> <u>-Stand outage management and planning of outages</u> <u>shown within the system for scheduled closures or</u> <u>temporary maintenance.</u> <u>-Tow Management allows airport to define and readily</u> <u>setup tows against specific flights and allocations, using</u> <u>simple point and click on the Gantt Chart.</u>	-	-
<u>301</u>		<u>1</u>	<u>\$29,078.50</u>
<u>Total RMS Options 1.3</u>			<u>\$58,157.00</u>
			<u>\$29,078.50</u>

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<u>Recurring Costs per year</u>				
401	<u>Service Management Tool</u>	<u>Per Year</u>	<u>\$16,968.00</u>	<u>\$33,936.00</u>
402	<u>Remote System Monitoring Tool</u>	<u>Per Year</u>	<u>\$16,968.00</u>	<u>\$33,936.00</u>
402-1	<u>On-Site Support Service Including</u> <u>- Preventative Maintenance</u>	<u>Per Year</u>	<u>Not required as</u> <u>SNA to continue</u> <u>providing</u>	<u>Not required as</u> <u>SNA to continue</u> <u>providing</u>
403-2	<u>Remote Materna help desk service</u> <u>- Call receipt & dispatch 24x7</u> <u>- Monthly Reporting</u>	<u>Per Year</u>	<u>\$177,443.50</u>	<u>\$354,887.00</u>
404	<u>Site Administration (2)</u> <u>- Incident Management</u> <u>- Spare Management</u>	<u>Per Year</u>	<u>\$423,646.00</u>	<u>\$847,292.00</u>
405	<u>3rd Level System Support for Server Environment</u> <u>- Site configuration management</u> <u>- System support specialists 24x7 access</u>	<u>Per Year</u>	<u>\$169,680.00</u>	<u>\$339,360.00</u>
306	<u>Documentation</u>	<u>Per Year</u>	<u>Included</u>	<u>Included</u>
307	<u>Ongoing Account Management</u> <u>Including</u> <u>- Project Management Germany & USA</u>	<u>Per Year</u>	<u>Included</u>	<u>Included</u>
408	<u>Badging Processes & Costs</u>	<u>Per Year</u>	<u>Included</u>	<u>Included</u>
409	<u>PCI Support (25 days Per annum)</u>	<u>Per Year</u>	<u>\$33,936.00</u>	<u>\$67,872.00</u>
410	<u>Materna 3rd Level Software Support for CUPPS</u> <u>Software, Licensing & Upgrades</u> <u>Including</u> <u>- CUPPS Software</u> <u>- Software Maintenance**</u> <u>- 3rd Level Support</u>	<u>Per Year</u>	<u>Included in #101</u>	<u>Included in #101</u>
411	<u>Materna 3rd Level Software Support for CUSS</u> <u>Software, Licensing & Upgrades</u> <u>Including</u> <u>- CUSS Software</u> <u>- Software Maintenance**</u> <u>- 3rd Level Support</u>	<u>Per Year</u>	<u>Included in #101</u>	<u>Included in #101</u>
<u>Total Recurring Cost</u>			<u>\$838,641.50</u>	<u>\$1,677,283.00</u>

Maintenance and Repair

1.1 Summary Costs for CUPPS and CUSS for Two Year Extension	
<u>Core Costs Applications and Subscriptions</u>	<u>\$908,945.00</u>
<u>Third Party Software</u>	<u>\$332,706.00</u>
<u>RMS Tools</u>	<u>\$58,157.00</u>
<u>Add'l Recurring Costs (Service)</u>	<u>\$1,677,283.00</u>
Subtotal	<u>\$2,977,091.00</u>

1.2 Upgrade Hardware for CUPPS

Item	Description	Unit Price	Qty	NTE (2 Years)
602	<u>New Handheld Scanners</u> <u>Desko LAS 2D 32 (discontinued)</u> <u>New DESKO Xenon 1950 (12 weeks)</u>	<u>\$313.00</u>	<u>245</u>	<u>\$76,685.00</u>
603	<u>Boarding Gate Reader</u> <u>Current Boarding Gate Reader EoL</u> <u>Desko GRSK 504 PRO (12 weeks)</u> <u>Newest model</u>	<u>\$1,063.00</u>	<u>150</u>	<u>\$159,450.00</u>
604	<u>Printers (Unimark ET 6500 Printer)</u> <u>Price quoted is for Unimark 7000</u> <u>Alternate: Custom Printers (see pricing below)</u>	<u>\$1,025.00</u>	<u>423</u>	<u>\$433,575.00</u>
Total CUPPS Hardware Cost				<u>\$669,710.00</u>

1.3 Upgrade Hardware for CUSS

Item	Description	Unit Price	Qty	NTE (2 Years)
611	<u>Custom Printers</u> <u>Current KPM180H (8 to 10 weeks)</u> <u>Two per Kiosk</u>	<u>\$623.00</u>	<u>300</u>	<u>\$186,900.00</u>
Total CUSS Hardware Cost				<u>\$186,900.00</u>

Maintenance and Repair**1.4 Retrofit of 132 CUSS**

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty</u>	<u>NTE (2 Years)</u>
801	<u>Freestanding Kiosk Retrofit Installation - Includes installation of retrofit, new components, removal of old components and metals. 2.5 hours per kiosks</u>	-	<u>included</u>	<u>included</u>
802	<u>Card Payment Device Ingenico Self 4000 Payment Terminal, Chip, NFC, Magstripe, Pin Pad, Color Display, USB, Power Supply, ***DOES NOT INCLUDE KEY INJECTION***</u>	-	<u>included</u>	<u>included</u>
803	<u>Document Scanner Desko Penta Scanner Cube Document Scanner, Passport and ID Document Scanner, OCR Passport and ID Reader, No RFID, No UV Scanning, L-Stop Bracket, USB, Power Supply</u>	-	<u>included</u>	<u>included</u>
804	<u>Finished Kiosk Total</u>	<u>\$3,409.00</u>	<u>132</u>	<u>\$449,988.00</u>
805	<u>Shipping Total</u>	-	-	<u>\$27,180.00</u>
806	<u>Installation Total (including travel)</u>	-	-	<u>\$99,660.00</u>
807	<u>Engineering Costs (Vendor supplied for modification)</u>	-	-	<u>\$6,960.00</u>
<u>Total Retrofit 132 CUSS cost</u>				<u>\$583,788.00</u>

1.5 Retrofit of 18 CUSS

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty</u>	<u>NTE (2 Years)</u>
808	<u>Finished Kiosk Total</u>	<u>\$3,409.00</u>	<u>18</u>	<u>\$61,362.00</u>
809	<u>Removal of Kiosk from current positions ¹</u>	<u>\$525.00</u>	<u>18</u>	<u>\$9,450.00</u>
810	<u>Move to storage ²</u>	-	<u>included</u>	<u>included</u>
<u>Total Retrofit 18 CUSS cost</u>				<u>\$70,812.00</u>
¹ SNA will be responsible for removing power and data from floor and patching the floor where kiosks were anchored				
² SNA to pay for moving equipment or provide moving equipment to move kiosks to storage facility.				

1.6 Additional Work and Related Pricing

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty</u>	<u>NTE (2 Years)</u>
900	<u>Cybersecurity Engineer (Year 1)</u>	<u>\$1,480.00</u>	<u>50</u>	<u>\$74,000.00</u>
900	<u>Cybersecurity Engineer (Year 2)</u>	<u>\$1,480.00</u>	<u>50</u>	<u>\$74,000.00</u>
<u>Total Retrofit 18 CUSS cost</u>				<u>\$148,000.00</u>

Maintenance and Repair

<u>Server Upgrade: Create New Virtual Servers and Migrate the Workstations</u>		<u>Qty (Days)</u>	
-	<u>Design & Planning</u>	<u>4</u>	<u>\$6,400.00</u>
-	<u>Creation of Virtual Machines</u>	<u>4</u>	<u>\$6,400.00</u>
-	<u>Deployment of Virtual Machines</u>	<u>2</u>	<u>\$3,200.00</u>
-	<u>CUSE configuration, devices, airlines, applications</u>	<u>8</u>	<u>\$12,800.00</u>
-	<u>Quality Assurance, Test migration</u>	<u>2</u>	<u>\$3,200.00</u>
-	<u>Total Option 2</u>		<u>\$32,000.00</u>

Hourly Labor Rates

<u>Line</u>	<u>Position Responsibility</u>	<u>Year 4</u>	<u>Year 5</u>
<u>Materna Americas Personnel</u>			
<u>1</u>	<u>Senior Project Manager</u>	<u>\$185.00</u>	<u>\$189.63</u>
<u>2</u>	<u>PCI Manager</u>	<u>\$160.00</u>	<u>\$164.00</u>
<u>3</u>	<u>Quality Manager</u>	<u>\$150.00</u>	<u>\$153.75</u>
<u>4</u>	<u>Airline Integration Manager</u>	<u>\$160.00</u>	<u>\$164.00</u>
<u>5</u>	<u>Cybersecurity Engineer</u>	<u>\$185.00</u>	<u>\$189.63</u>
<u>Materna HQ Support Personnel</u>			
<u>6</u>	<u>Developer</u>	<u>\$175.00</u>	<u>\$179.38</u>
<u>7</u>	<u>Network Engineer</u>	<u>\$200.00</u>	<u>\$205.00</u>
<u>8</u>	<u>Procurement</u>	<u>\$110.00</u>	<u>\$112.75</u>
<u>9</u>	<u>Product Management</u>	<u>\$170.00</u>	<u>\$174.25</u>
<u>10</u>	<u>Project Management</u>	<u>\$155.00</u>	<u>\$158.88</u>
<u>11</u>	<u>Quality Assurance</u>	<u>\$155.00</u>	<u>\$158.88</u>
<u>12</u>	<u>Service Engineer</u>	<u>\$195.00</u>	<u>\$199.88</u>
<u>13</u>	<u>Technical Project Management – Lead Engineer</u>	<u>\$160.00</u>	<u>\$164.00</u>
<u>14</u>	<u>Technical Field Advisor – Engineer</u>	<u>\$150.00</u>	<u>\$153.75</u>

Maintenance and Repair

<u>SUMMARY OF COSTS</u>	<u>Total</u>	<u>Year 4</u>	<u>Year 5</u>
<u>1.1 Core Costs Applications and Subscriptions</u>	\$908,945.00	\$454,472.50	\$454,472.50
<u>Third Party Software</u>	\$332,706.00	\$166,353.00	\$166,353.00
<u>RMS Tools</u>	\$58,157.00	\$29,078.50	\$29,078.50
<u>Add'l Recurring Costs (Service)</u>	\$1,677,283.00	\$838,641.50	\$838,641.50
<u>Total</u>	<u>\$2,977,091.00</u>	<u>\$1,488,545.50</u>	<u>\$1,488,545.50</u>
<u>1.2 Upgrade Hardware for CUPPS</u>	\$669,710.00	\$334,855.00	\$334,855.00
<u>1.3 Upgrade Hardware for CUSS</u>	\$186,900.00	\$186,900.00	-
<u>1.4 Retrofit of 132 CUSS</u>	\$583,788.00	\$583,788.00	-
<u>1.4 Retrofit of 18 CUSS</u>	\$70,812.00	\$35,406.00	\$35,406.00
<u>Total</u>	<u>\$1,511,210.00</u>	<u>\$1,140,949.00</u>	<u>\$370,261.00</u>
<u>Additional Work and Related Pricing</u>	-	-	-
<u>Cybersecurity Engineer Year 1</u>	\$74,000.00	\$74,000.00	\$0.00
<u>Cybersecurity Engineer Year 2</u>	\$74,000.00	\$0.00	\$74,000.00
<u>Server Upgrade</u>	\$39,500.00	\$39,500.00	\$0.00
<u>Other Year 1</u>	\$200,000.00	\$200,000.00	-
<u>Other Year 2</u>	\$200,000.00	-	\$200,000.00
<u>Total</u>	<u>\$587,500.00</u>	<u>\$313,500.00</u>	<u>\$274,000.00</u>
	<u>Year 4 Contract Amount Shall Not Exceed:</u>	<u>\$2,942,994.50</u>	
	<u>Year 5 Contract Amount Shall Not Exceed:</u>		<u>\$2,132,806.50</u>
	<u>Total Contract Amount Shall Not Exceed:</u>	<u>\$5,075,801.00</u>	

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



**Sole Source Request Form
Instruction Sheet**

COUNTY POLICY ON SOLE SOURCE CONTRACTS:

It is the policy of the County of Orange to solicit competitive bids and proposals for its procurement requirements. Per the Contract Policy Manual, a sole source procurement shall not be used unless there is clear and convincing evidence that only one source exists to fulfill the County's requirements, CPM section 4.5. All sole source purchases requiring Board of Supervisors approval shall be justified as meeting the sole source standard in the Agenda Staff Report. The Agenda Staff Report shall clearly state that it is a sole source procurement. The Sole Source Justification, as described below, shall be attached within the Agenda Staff Report (CPM, Section 4.5)

SECTION I – INSTRUCTIONS FOR COMPLETING THE ATTACHED FORM

(To be completed by the department's end-user, Program Manager, or Subject Matter Expert)

1. Formal justification is required for sole source procurements when competitive bid guidelines require pricing from competing firms.
2. A written justification will be prepared by the department and approved by the department head or designee.
3. Prior to execution of a contract, the County Procurement Officer or designee shall approve ALL sole source requests for commodities that exceed \$250,000 annually, services exceeding \$75,000 annually and all Board contracts despite the amount. Board approval is required for all sole source contracts for commodities that exceed \$250,000 annually and services exceeding \$75,000 annually or a two (2) year consecutive term, regardless of the contract amount. Any amendments to Board approved sole source contracts require a new sole source form.
4. If vendor is a retired, former Orange County employee, CEO Human Resource Services shall approve the sole source request, regardless of the sole source amount.
5. Valid sole source requests will contain strong technological and/or programmatic justifications. Requests will explain how it is a sole source purchase, provide a clear and convincing justification and detail the purchasing history (who, what, when, how and where).
6. Sole source procurements may be approved based upon emergency situations in which there is not adequate time for competitive bidding.
7. Sole source requests for Human Service contracts will be guided by the regulations of the funding source.
8. Each question in Section II of this form must be answered in detail and the form signed by the department head with concurrence of the Deputy Purchasing Agent.
9. All sole source request forms must be entered into the County's online bidding system along with its supporting documentation.
10. The Deputy Purchasing Agent (DPA) shall retain a copy of the justification/approval as part of the contract file.
11. Request for Solicitation Exemption (*For purchases with special circumstances, and/or when it is determined to be in the best interest of the County*) – check the Solicitation Exemption box and complete additional question no 8.



Sole Source Request Form

Sole Source BidSync #: SS 280-C023172-DT

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: John Wayne Airport		Date: 02/24/2024	
Vendor Name: Materna IPS USA Corp.		Sole Source BidSync Number: SS 280-C023172-DT	
<p>Is the above named vendor a retired employee of the County of Orange? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.</p>			
Contract Term (Dates): 6/1/2023 to 5/31/2025		Is Agreement Grant Funded? Funding Source <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Percent Funded: Proprietary? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contract Amount? \$5,075,081		Is this renewable? No If yes, how many years? After this renewal, contract will reach the five-year term limit.	
Type of Request: <input type="checkbox"/> New <input type="checkbox"/> Multi-Year <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase			
Renewal Year: Fourth and fifth year renewals		Did vendor provide a sole source affidavit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach	
Board Date: 3/28/2023	ASR Number: ASR 23-000167	If not scheduled to go to the Board explain why? Not Applicable	
Does Contract include Non-Standard Language? If yes, explain in detail. Yes, The contract contains language that limits contractor liability to contract amount.			
Was Contract Approved by Risk Mgmt.? Yes		Was Contract Approved by County Counsel? Yes	
Were any exceptions taken? If yes, explain in detail. Contractor has exceptions to contractor liability.			
<input checked="" type="checkbox"/> DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.			
<input type="checkbox"/> Solicitation Exemption (For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)			



Sole Source Request Form

Sole Source BidSync #: SS 280-C023172-DT

SECTION III – SOLE SOURCE JUSTIFICATION

1. **Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.*

The contract is a 2-year service agreement with Materna IPS USA Corp. to enable the continued operation of the Common Use Passenger Processing System (CUPPS) procured in 2010, renewed in 2015, and renewed in 2020. The necessity of this contract was fundamentally driven to continue the existing CUPPS system operational until the P457 – CUPPS Replacement Project is completed. The fixed 2-year term allows full amortization of assets purchased for use with this service, replacement of end-of-life equipment to maintain compliance with Payment Card Industry (PCI) standards, and prepare for the full replacement of the system as the Airport continues to observe the industry maturing on technology developments.

A majority of the contract is service-based, with additional system investment only required to maximize the value obtained by the County. There are minor equipment upgrades considered essential for performance and ergonomic listed as optional items.

2. **Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.*

8/31/2010 – BOS, ASR 10-001265, MA-280-11010988, Project No 281-281-4200-P220 Snyder Langston, LP

5/12/2015 – BOS, ASR 15-000535, MA-280-15011461 Ultra Electronics Airport Systems, Inc

5/19/2020 – BOS, ASR 20-000237, MA-280-20011231 Materna IPS USA Corp

The functions provided by the CUPPS include (1) terminal-wide airline check-in technologies for agents and self-service kiosks, (2) Flight Information Display System (FIDS) to display flight data on terminal monitors, and (3) Resource Management System (RMS) to execute aircraft gate planning and allocate aircraft gates to airlines when operational conflicts occur. The primary components of the system are essential for the daily airline operations to occur, and the operating airlines have now had over 12 years of using this County-provided platform that optimizes the airline use of the terminal space and facilities.

The services include software & hardware support and maintenance, on-site and remote technical support staff, essential asset upgrades, help desk and fault management, system monitoring, replacement of end of life equipment, and PCI compliance support and service performance management.

This sole source request continues the use of the CUPPS service procured in 2010 under competitive RFP. The continuation of this service was approved under sole source contracts in 2015 and 2020. This request continues the value obtained from the original investment



Sole Source Request Form

Sole Source BidSync #: SS 280-C023172-DT

3. Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source. (Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.)

Attach additional sheet if necessary.

Materna IPS USA Corp. (Materna) is the only authorized firm with trained and certified personnel in the support, service, and maintenance of the Common Use Self-Service (CUSS) and Common Use Passenger Processing System (CUPPS) currently in use at John Wayne Airport terminals. In addition, Materna technicians and engineers are the only personnel certified to provide Level 1, Level 2, and Level 3 support in updating, upgrading, and implementation of new releases; onboarding and integrating airline proprietary applications; and in depth system troubleshooting.

4. How does recommended vendor's prices or fees compare to the general market?

Attach quotes for comparable services or supplies. Attach additional sheet if necessary.

The prices provided by the vendor are in line with Info Tech Research Group 2023 Technology Guide general percentage increases.

5. If the recommended vendor was not available, how would the County accomplish this particular task?

Attach additional sheet if necessary.

100% of the software, kiosks, and some hardware currently installed at John Wayne Airport would need to be replaced by a new vendor's software and equipment. Each proprietary airline passenger processing system would need to be strategically deactivated from the Materna CUSS, and then recertified and installed on a new vendor's CUPPS platform.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

"Through the normal County of Orange vetting process, Materna IPS USA Corp has had no name changes within the last seven (7) years, and no judgements or litigation on public record."



Sole Source Request Form

Sole Source BidSync #: SS 280-C023172-DT

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years? Yes No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

8. Explain (in detail) why a request for Solicitation Exemption is needed. *(Only applicable for Solicitation Exemption)*
Attach additional sheet if necessary.

Not Applicable



Sole Source Request Form

Sole Source BidSync #: SS 280-C023172-DT

SECTION IV – AUTHOR/REQUESTOR

Signature: DocuSigned by: <i>William Bogdan</i> 7488A300FD66493...	Print Name: William Bogdan	Date: 2/27/2023
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SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:
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SECTION VI – DIVISION HEAD APPROVAL (Deputy Airport Director)

Signature: DocuSigned by: <i>Richard Steele</i> C07B1E2A082D426...	Print Name: Richard Steele	Date: 2/27/2023
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SECTION VII – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: DocuSigned by: <i>Dat Thai</i> 38F204F83B0C478...	Print Name: Dat Thai	Date: 2/27/2023
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SECTION VIII – DEPARTMENT HEAD APPROVAL

Signature: DocuSigned by: <i>Komal Kumar</i> C47C84A6D9054DE...	Print Name: Komal Kumar	Date: 2/27/2023
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SECTION IX – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County’s online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY

Board of Supervisor Notification date:			
Comments:			
CPO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		CFO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
CPO Authorized Signatures:		CFO Authorized Signature:	
Date		Date	

Certificate Of Completion

Envelope Id: EFED8B838AB249D893B0B111E0399960	Status: Completed
Subject: DocuSign: Sole Source Request for Materna MA28020011231 Amend1	
Source Envelope:	
Document Pages: 6	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	JWA Procurement
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3160 Airway Ave
	Costa Mesa, CA 92626
	jwaprourement2@ocair.com
	IP Address: 198.244.19.252

Record Tracking

Status: Original	Holder: JWA Procurement	Location: DocuSign
2/24/2023 4:50:46 PM	jwaprourement2@ocair.com	

Signer Events

William Bogdan
wbogdan@ocair.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
William Bogdan
7488A300FD66493...

Timestamp

Sent: 2/27/2023 6:00:08 AM
Viewed: 2/27/2023 2:31:59 PM
Signed: 2/27/2023 2:46:10 PM

Signature Adoption: Pre-selected Style
Using IP Address: 66.192.3.174

Electronic Record and Signature Disclosure:

Accepted: 2/27/2023 2:31:59 PM
ID: 4399ed05-e21a-4a64-b082-3841c947cb47

Richard Steele
rsteele@ocair.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Richard Steele
C07B1E2A082D426...

Sent: 2/27/2023 2:46:12 PM
Viewed: 2/27/2023 3:31:54 PM
Signed: 2/27/2023 3:32:54 PM

Signature Adoption: Pre-selected Style
Using IP Address: 198.244.19.2

Electronic Record and Signature Disclosure:

Accepted: 2/27/2023 3:31:54 PM
ID: 9be766b3-b6f8-4cdb-8609-c575d900ddc7

Dat Thai
dthai@ocair.com
Deputy Purchasing Agent
Security Level: Email, Account Authentication (None)

DocuSigned by:
Dat Thai
38F204F83B0C478...

Sent: 2/27/2023 3:32:58 PM
Viewed: 2/27/2023 3:33:36 PM
Signed: 2/27/2023 3:33:48 PM

Signature Adoption: Pre-selected Style
Using IP Address: 66.192.3.174

Electronic Record and Signature Disclosure:

Accepted: 12/12/2022 3:18:55 PM
ID: 1490d918-39ff-4894-b2ae-2e9551da29f3

Komal Kumar
kkumar@ocair.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Komal Kumar
C47C84A6D9054DE...

Sent: 2/27/2023 3:33:51 PM
Viewed: 2/27/2023 3:35:27 PM
Signed: 2/27/2023 3:36:21 PM

Signature Adoption: Pre-selected Style
Using IP Address: 66.192.3.174

Electronic Record and Signature Disclosure:

Accepted: 2/27/2023 3:35:27 PM
ID: 19e09ea7-2dc8-4cc4-aeca-2c918ea51447

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Dat Thai dthai@ocair.com Deputy Purchasing Agent Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/12/2022 3:18:55 PM ID: 1490d918-39ff-4894-b2ae-2e9551da29f3	COPIED	Sent: 2/27/2023 3:36:24 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/27/2023 6:00:08 AM
Envelope Updated	Security Checked	2/27/2023 2:42:17 PM
Envelope Updated	Security Checked	2/27/2023 2:42:17 PM
Envelope Updated	Security Checked	2/27/2023 2:42:17 PM
Envelope Updated	Security Checked	2/27/2023 2:42:17 PM
Envelope Updated	Security Checked	2/27/2023 2:42:17 PM
Envelope Updated	Security Checked	2/27/2023 2:42:17 PM
Certified Delivered	Security Checked	2/27/2023 3:35:27 PM
Signing Complete	Security Checked	2/27/2023 3:36:21 PM
Completed	Security Checked	2/27/2023 3:36:24 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO John Wayne Airport, Orange County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO John Wayne Airport, Orange County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kramirez@ocair.com

To advise Carahsoft OBO John Wayne Airport, Orange County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kramirez@ocair.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO John Wayne Airport, Orange County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kramirez@ocair.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO John Wayne Airport, Orange County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kramirez@ocair.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO John Wayne Airport, Orange County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO John Wayne Airport, Orange County during the course of your relationship with Carahsoft OBO John Wayne Airport, Orange County.



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Release Bid Workflow

Name: Dat T Thai
Phone: 9492525175
Email: dthai@ocair.com
Status: Submitter Feb 27, 2023 4:12:31 PM PST

Bid Information

Bid Number:
[280-C023172-DT-SS](#)

Bid Title:
 Common-Use Passenger Processing System, "CUPPS" Maintenance And Repair

Status:
Approved

[View Workflow History](#)

```

      graph LR
      A[Dat T Thai Submitter] --> B[Jeff M Miller (for CPO SS Routing (Group)) Approved]
      
```

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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Contract Summary Form

Materna IPS USA Corp

SUMMARY OF SIGNIFICANT CHANGES

1. Indemnification: no changes from the Original Contract on page 9.
2. Insurance: Risk requires no changes from the Original Contract on page 5.
3. Scope of Work: Page 51 replaces the SOW of the Original Contract.
4. Costs: When compared to the average cost from years 1-3, year 4 increases by \$814,067.83, and year 5 increases by \$3,879.83. Page 56
5. Term: renewal for an additional two-year term on page 1
6. Any other significant material changes:
 - a. Attach B, Compensation and Payment page
 - b. Attachment D, Subcontractors page
 - c. Attachment E, County of Orange Information Technology Security Standards page
 - d. Article J, Non-Discrimination page 1
 - e. Section 6, Anti-Idling Policy is replaced by Airport Security page 4
 - f. Section 9, Civil Rights page 7
 - g. Section 10, Compliance with County Information Technology Policies and Procedures is replaced by County of Orange Information Technology Security Provisions page 7
 - h. Section 19, Contractor Security Agreement of the Original Contract is deleted page 12
 - i. Section 37, Notices page 12
 - j. Section 41, Prevailing Wage page 13

SUBCONTRACTORS

Due to the nature of the services, this contract could require the addition of subcontractors. In order to add subcontractor(s) to the contract, the provider/contractor must seek express consent from the department. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval.

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
KIOSK Information Systems 346 S Arthur Ave Louisville, CO Jake Davis	Provide retrofit services to on the current kiosks in the terminal.	\$583,788

(303) 661-1641		
ServiceTec 12007 Sunrise Valley Dr Suite 355 Reston, VA 20191 Laura Becker (703) 259-4017	Provide Service Desk for front line agents who need assistance with hardware or software incidents that occur during business operations.	Included in "Annual CUPPS/CUSS Support" core costs described in Section, 1.7, Total Summary of Pricing, Item 500, \$2,977,090.
TSI Terminal Systems International, Inc. 2210 Hanselman Avenue Saskatoon, SK Canada S7L 6A4 Curtis Reid 306-934-6911	Providing solutions for Flight information displays throughout the airport.	Included in "Annual CUPPS/CUSS Support" core costs described in Section, 1.7, Total Summary of Pricing, Item 500, \$2,977,090.
AeroCloud Systems 1990 Main Street, Suite 801, Sarasota, FL 34236 Andrew Hope (941) 226 8215	Providing Ramp Management services for aircraft parking and information reporting on these services.	Included in "Annual CUPPS/CUSS Support" core costs described in Section, 1.7, Total Summary of Pricing, Item 500, \$2,977,090.

CONTRACT OPERATING EXPENSES

Indirect costs are unknown. Examples of JWA's indirect costs include:

1. Administrative
 - a. Reviewing vendor's invoices and levying deductions
 - b. Attending recurring contract review meetings
 - c. Reviewing vendor's documentation and change requests
 - d. Training staff on system
 - e. Performing preventative maintenance
2. Technical
 - a. Coordinating projects and system updates
 - b. Working with vendor to complete internal and external audits
 - c. Triaging incidents related to system outage or poor performance
 - d. Escalating service tickets that require level-2 / level-3 support

JWA IT does not track these costs separately from its daily administrative activities.