

**FORM OF AGREEMENT**

PROFESSIONAL SERVICES AGREEMENT

FOR

INFORMATION TECHNOLOGY PROFESSIONAL STAFF  
AUGMENTATION FOR MANAGED SERVICES CONTACT CENTER  
(HELP DESK + CALL CENTER)

BETWEEN

WAYNE COUNTY AIRPORT AUTHORITY

AND

<CONTRACTORNM>

Solicitation No. 221062

Contract No. [xxxxxxxxx]

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EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – FEES

**AGREEMENT FOR INFORMATION TECHNOLOGY PROFESSIONAL STAFF  
AUGMENTATION FOR MANAGED SERVICES CONTACT CENTER (HELP DESK + CALL  
CENTER)**

This Agreement is entered into this [\_\_ day of \_\_\_\_\_, 20\_\_] (the “*Effective Date*”), between the Wayne County Airport Authority, a public body corporate, with principal offices located at 11050 Rogell Drive #602, Detroit Metropolitan Wayne County Airport, Detroit, Michigan 48242 (the “*Airport Authority*”), and <ContractorNm>, a [State] [type of corporate entity], with offices located at [address] (the “*Contractor*”). The Airport Authority and the Contractor may each be referred to individually as a “*Party*,” or collectively as the “*Parties*”.

WHEREAS, pursuant to amendment to the Michigan Aeronautics Code, being the Public Airport Authority Act, MCL 259.108 - 259.125c, the Airport Authority operates and maintains the Detroit Metropolitan Wayne County Airport and Willow Run Airport (together, the “*Airport*”), and has the authority to grant rights and privileges and enter into all contracts and agreements necessary to the performance of its duties with respect to the Airport;

WHEREAS, the Airport Authority requires a Contractor to provide Information Technology Professional Staff Augmentation to operate a Managed Services Contact Center (Help Desk + Call Center) and issued Request for Proposals No. 221062 (the “*RFP*”), which is referenced in and made part of this Agreement;

WHEREAS, the Contractor desires to perform such services, and submitted a proposal in response to the Airport Authority’s RFP, which proposal is dated [\_\_\_\_\_], and is referenced in and made part of this Agreement (the “*Proposal*”); and

NOW, THEREFORE, in consideration of the premises and mutual undertakings of the Parties hereto, it is agreed as follows:

**1. SCOPE OF WORK**

- A. The Airport Authority hereby engages the Contractor, who agrees to faithfully and diligently perform the services described in this Agreement, the RFP, the Proposal, and as set forth in the attached *Exhibit A* (together, the “*Services*”) in accordance with the terms and conditions of this Agreement, and to the complete satisfaction of the Airport Authority’s Chief Executive Officer (the “*CEO*”) or his or her designee.
- B. The Contractor will only use experienced personnel to provide the required Services, and agrees that all such personnel are qualified and authorized to perform under the state and local laws and governing professional association rules where the employee is employed. The Contractor agrees that once assigned to work under this Agreement, key personnel and any approved subcontractors shall not be removed or replaced without written notice to and written approval from the Airport Authority. If the Airport Authority has concerns or objections regarding any Contractor personnel, the Airport Authority shall bring the matter to the attention of the Contractor for appropriate resolution. The Contractor agrees to remove any personnel who do not perform satisfactorily. Whenever an employee assigned to this Agreement must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform without obtaining prior written Airport Authority approval.

- C. In the event there is a dispute between the Parties regarding the extent and character of the Services to be performed, or whether a provision of, or clause in, this Agreement, the RFP, the Proposal, or some combination thereof shall apply, the interpretation and determination of the Airport Authority shall govern.
- D. The Services shall be subject to the approval and acceptance by the Airport Authority through its Chief Executive Officer or his or her designee.
- E. The Airport Authority's Chief Executive Officer, or his or her designee, will act as a project manager who will work with the Contractor to monitor progress under this Agreement, including work to be performed pursuant to this Agreement and any amendments to this Agreement.
- F. The Contractor warrants all goods and software used in providing the Services against functional, design and workmanship defects. In the event defects become evident, the Contractor will furnish replacement goods or software, as applicable, and labor as necessary, at no cost to the Airport Authority. The warranty period, inclusive of workmanship and labor, shall be a minimum of 24 months from the date of the Airport Authority's Certificate of Acceptance.
- G. The Contractor may determine employees' daily working hours. When the employees are working in or about an Airport Authority facility, the Contractor agrees to adjust its employees' daily working hours to be the same as those worked by Airport Authority employees working at the facility, or as otherwise agreed to with the Airport Authority.

## **2. ADMINISTRATION**

The Contractor must inform the Airport Authority as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions that do or may materially prevent the meeting of the objectives of this Agreement. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

The Contractor must maintain the organizational and administrative capacity to carry out all its duties and responsibilities, and understands and agrees that time is of the essence under this Agreement.

## **3. PAYMENT BY THE AIRPORT AUTHORITY**

- A. In consideration for all Services the Contractor is required to perform under this Agreement, the Airport Authority agrees to pay the Contractor a not to exceed amount of [\$\_\_\_\_\_]. Costs shall be paid to the Contractor based upon the amounts, fees and rates set forth in *Exhibit B*, which is attached to and made a part of this Agreement.
- B. The Airport Authority will pay the Contractor for the proper performance of the Services, commensurate with the progress of the work as evidenced by the timely performance of the Services and upon receipt and approval of an invoice, provided

that: (i) such invoice is submitted electronically to [AP@wcaa.us](mailto:AP@wcaa.us); (ii) the invoice certifies the cost of the Services (a) rendered to date and (b) for that billing period; (iii) describes the Services rendered. The Contractor must sign the invoice and send it to the Airport Authority for each calendar month.

- C. Final billing under this Agreement shall be submitted in a timely manner but not later than six months after completion of the Services. Billings for work submitted later than six months after completion of the Services will not be paid.
- D. If the Services, or any part thereof, are terminated before being completed, the Airport Authority shall pay the Contractor for the percentage of the work that has been completed up to the time of termination and accepted by the Airport Authority. In no case shall the compensation paid to the Contractor for the Services under this provision exceed the amount the Contractor would have received had the Services, or the terminated portion of the Services, been completed. No amount shall be allowed for anticipated profits or unperformed Services.

#### **4. TERM; AMENDMENTS**

- A. Term: The term ("Term") of this Agreement shall be a period of 3 years, commencing on [\_\_\_\_\_, 20\_\_], unless terminated sooner pursuant to the terms of this Agreement. The Airport Authority shall have the option, at its sole discretion and by and through the CEO, to extend the term of this Agreement for 2 additional 1-year periods.
- B. Amendments: No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties, and if required by the Airport Authority, approved by the board members of the Airport Authority.

#### **5. INDEMNIFICATION**

The Contractor will indemnify, hold harmless, and upon the Airport Authority's request, defend the Airport Authority – and its board members, officers, agents, representatives and employees – at the Contractor's sole expense, from and against all lawsuits, claims, liability, loss, cost, expense, and damages of any nature whatsoever, including claims or demands of third persons, just or unjust, for personal injuries, including death, or property damage, including theft or loss, arising or alleged to arise, either directly or indirectly, out of or in connection with the Contractor's operations and performance under this Agreement, including failure to perform, under this Agreement. This indemnity shall survive acceptance of the Services.

#### **6. INSURANCE**

- A. Types and Amounts: The Contractor, at its own expense and in its own name, must provide and keep in force during the Term of this Agreement, the following types of insurance in not less than the amounts indicated below, with a financially responsible insurance company or companies licensed to conduct business in the State of Michigan and satisfactory to the Airport Authority:
  - a) Commercial General Liability Insurance, including additional insured status for ongoing and completed operations with primary/non-contributory status. Such policy must provide liability insurance for bodily injury, property damage, personal injury with a limit not less than One Million Dollars

(\$1,000,000) for each occurrence.

- b) Business Automobile Liability Insurance, including owned, non-owned and hired for bodily injury and property damage with a limit of; One Million Dollars (\$1,000,000.00) per occurrence if not on Airside.
  - c) Workers' Compensation Insurance, with statutory coverage as required by the State of Michigan or the state in which a particular employee is employed; or as a qualified self-insured in any self- insured workers' compensation program approved by the State of Michigan or the state in which a particular employee is employed; and Employers Liability Insurance with all limits in the amounts not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence/per employee and per disease.
  - d) Network Security Errors and Omissions Insurance which includes privacy breach coverage for the named insured and third parties and third party crime coverage with a minimum limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.
- B. Additional Insureds: The Wayne County Airport Authority and the County of Wayne, their officers, officials, employees, and volunteers are to be covered as additional insureds on both the General Liability policy (and completed operations specifically) and Automobile liability Policies. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
- C. Waiver of Subrogation: Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Airport Authority for all work performed by the Contractor, its employees, agents and subcontractors.
- D. Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Airport Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Airport Authority requires and shall be entitled to the broader coverage and /or higher limits maintained by the Contractor. Any available insurance proceeds on excess of the specific minimum limits of insurance and coverage shall be available to the Airport Authority.
- E. All insurance policies must be issued by recognized, responsible insurers licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating no lower than A-VII as rated by AM BEST, or an equivalent rating by an acceptable recognized agency.
- F. Cancellation Notice: Each policy required hereunder must provide for at least thirty (30) days unconditional advance written notice to the Airport Authority prior to any cancellation of, or material change in, the terms of insurance and/or coverage afforded by the policy (and 10 days for nonpayment of premium). In the event of

a material change in the terms of insurance and/or coverage afforded by the policy, including cancellation, the Contractor shall provide thirty (30) days unconditional advance written notice to the Airport Authority of such change.

- G. Proof of Insurance: At the time this Agreement is returned to the Airport Authority for execution, and by at least 15 days prior to the expiration date of any expiring policies, the Contractor must file with the Airport Authority's Procurement Department, either a certified copy of each insurance policy required by the Airport Authority in the preceding paragraphs, or a certificate of insurance, as evidence of the Contractor's compliance with this Section; provided, however, that within thirty (30) days following the written request of the Airport Authority, the Contractor will replace any insurance certificate with a certified copy of each insurance policy. The Authority reserves the right to request complete copies of any insurance policies required by these Terms and Conditions if deemed necessary to ascertain the details of coverage not provided by the Certificates. Such copies shall be "Originally Signed Copies" and so designated. The Contractor shall provide complete copies of any insurance policies no later than thirty (30) days following the request of the Authority.
- H. Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the Wayne County Airport Authority and the County of Wayne, their officers, officials, employees, and volunteers are to be covered as additional insureds on insurance required from subcontractors.
- I. Self-Insured. To the extent that the Contractor may be self-insured, and upon execution of the Agreement, the Contractor shall submit an affidavit confirming its self-insured retention for the required limits of liability, and as applicable, Certificates of Insurance for any excess insurance coverage's. The Airport Authority reserves the right to request additional documentation or information from the Contractor to confirm that all insurance requirements are met to the satisfaction of the Airport Authority.
- J. The Contractor's compliance with this Section is a continuing obligation during the Term of this Agreement. If any of the required insurance policies are terminated or canceled during the Term of this Agreement, the Contractor will cease operations until such insurance is reinstated.

**7. ASSIGNMENT; TRANSFER; SUBCONTRACTING; BANKRUPTCY OR INSOLVENCY; SBE PARTICIPATION**

- A. Assignment and Transfer: No assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration, may occur without the Airport Authority's express, prior, written approval, through its Chief Executive Officer, which will not be unreasonably withheld or delayed. If such assignment, assumption, takeover, or unauthorized performance occurs without such prior written approval, and adversely impacts the Contractor's performance of the services required under this Agreement, then the Airport Authority may terminate this Agreement under the subsection entitled "Termination for Default."

If such assignment, assumption, takeover, or unauthorized performance occurs without such prior written approval but does not adversely impact the Contractor's performance of the services required under this Agreement, then the Airport Authority may terminate this Agreement without notice to the Contractor.

- B. Subcontracting: The Contractor must include the following provisions in each subcontract: (i) The subcontractor understands and agrees that the Contractor has the sole responsibility for payment of services rendered by the subcontractor under this Agreement. In the event of Contractor's insolvency or cessation of operations, subcontractor's sole recourse shall be against the Contractor; and (ii) the Subcontractor understands and agrees that the Airport Authority is not liable for or responsible for payment of any the services provided under the subcontract.
- C. Bankruptcy or Insolvency: If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or its property, whether it is a third party or the Contractor as debtor-in-possession (both shall be the "Contractor" in this Section entitled "Bankruptcy or Insolvency" unless the context clearly requires otherwise) the following rights, obligations and limitations control:
- i. The Contractor or any trustee must not assign any or all of its rights, title, or interest, in or to this Agreement, as this Agreement is for the delivery of goods or related services, or both, as to which the Airport Authority is entitled to insist upon performance solely by the Contractor.
  - ii. The Contractor or any trustee may only assume this Agreement if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the Airport Authority of: (a) adequate financial capacity to employ or contract with sufficient personnel to perform the Services assigned to the Contractor as provided in this Agreement, and to pay for all services contracted for by the Contractor; (b) adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the Services assigned to the Contractor as provided for in this Agreement; and (c) adequate financial and professional capacity to maintain the professional standard provided in this Agreement. The reasonable determination of the Airport Authority as to the adequate professional capacity of the Contractor is determinative.
  - iii. Because of the unique nature of the services this Agreement requires the Contractor to provide, the Contractor agrees that any requests by the Airport Authority that the trustee or it as debtor-in-possession assume or reject this Agreement in a shorter time than provided for in 11 USC 365 is reasonable so long as the trustee or the Contractor receives no less than five business days' notice.
  - iv. If this Agreement is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Agreement, the Contractor as debtor-in-possession or its trustee must cooperate with the Airport Authority in arranging for the orderly transfer of responsibilities to persons or entities as the Airport Authority may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.



- v. Although neither party has the right to terminate this Agreement merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor in possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Agreement during the period of any proceedings under the United States Bankruptcy Code.

- D. SBE Participation: The Contractor understands that it is the policy of the Airport Authority that Certified SBEs should have the maximum practical opportunity to participate in the performance of contracts at the Airport. Accordingly, during the Term of this Agreement, the Contractor commits and agrees to Certified SBE (defined below) participation of at least [25%] in the goods or services provided under this Agreement (the "Certified SBE Commitment").

The Contractor hereby agrees, for the Term of this Agreement, to either (i) meet the Certified SBE Commitment or (ii) demonstrate that it has made all reasonable efforts to meet the Certified SBE Commitment, including all necessary and reasonable steps the Contractor takes to achieve the Certified SBE Commitment. Certified SBE participation toward the Certified SBE Commitment shall be measured as the total value of any goods or services provided by Certified SBEs under this Agreement, inclusive of all amendments, modifications and change orders. The Certified SBE Commitment may be met by the Contractor's status as a Certified SBE, by joint venture with one or more Certified SBEs, by subcontracting a portion of the Agreement to one or more Certified SBEs, by purchasing materials used in the performance of the Agreement from one or more Certified SBEs, or by any combination of the foregoing. The Contractor's failure to meet the Certified SBE Commitment or to provide the Airport Authority with sufficient documentation of the Contractor's reasonable efforts to meet the Certified SBE commitment shall be sufficient cause for the Airport Authority to terminate this Agreement. If the Contractor has not met the Certified SBE Commitment, the Airport Authority has sole and absolute discretion to determine whether the Contractor has made all reasonable efforts to meet the Certified SBE Commitment. The Contractor must use any such forms as are required and made available by the Airport Authority to demonstrate that the Contractor has either met the Certified SBE Commitment or made all reasonable efforts to meet the Certified SBE Commitment.

The Contractor may neither terminate a Certified SBE, reduce the scope of work to be performed by a Certified SBE, nor decrease the payment to a Certified SBE, without in each instance (i) having just cause (termination for convenience is not permissible); (ii) making all reasonable efforts to find another Certified SBE subcontractor to substitute for the original Certified SBE (these reasonable efforts must be directed at finding another Certified SBE to perform at least the same amount of work or service under the Agreement as the Certified SBE that was terminated, to the extent needed to meet the Contractor's Certified SBE participation commitment); and (iii) receiving the prior written approval of the Airport Authority's Chief Executive Officer or their designee in all instances.

For purposes of this Agreement, a Certified SBE is a business that qualifies as a "Certified SBE" under the Airport Authority's Procurement and Contracting Ordinance. Any waiver, inadvertent or otherwise, of this Section by the Airport Authority shall not be deemed to be a waiver for the remainder of the Term of this

Agreement and shall not prohibit the Airport Authority from enforcing this Section with regard to subsequent defaults by the Contractor.

## **8. WAIVER OF DEFAULT OR BREACH**

No failure by the Airport Authority to insist upon the strict performance of any term of this Agreement or to exercise any term after a default or breach constitutes a waiver of any default or breach of term. No waiver of any default or breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other when existing or subsequent default or breach.

## **9. RELATIONSHIP OF PARTIES; PUBLICITY**

- A. Relationship of Parties: The relationship of the Contractor to the Airport Authority is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor.
- B. Publicity: The Contractor shall not issue any press release, marketing materials, public statement or announcement, or otherwise reference this Agreement or its relationship with the Airport Authority, orally or in writing, without the prior written consent of the Airport Authority, except as required by law or a court order.

## **10. NONEXCLUSIVE AGREEMENT**

The Airport Authority may contract with other firms or individuals to obtain the same or similar services to those the Contractor will provide under this Agreement.

## **11. OWNERSHIP OF DOCUMENTS AND MATERIALS**

The Airport Authority shall have unlimited rights in all documents, designs, specifications, notes and other works of any sort developed in the performance of this Agreement, including the right to use same on any other Airport Authority project without additional compensation to the Contractor. The Contractor hereby grants the Airport Authority a paid-up license throughout the world to all such works to which it may assert or establish any claim under design, patent or copyright law. The Contractor, for a period of five years after completion of the Services contemplated under this Agreement, agrees to furnish the original or copies of all such works upon the request of the Airport Authority.

Original documents, plans, schedules, surveys, manuals and budgets prepared or obtained under the terms of this Agreement shall be delivered to and become the property of the Airport Authority upon the Airport Authority's request or the termination of this Agreement, whichever occurs sooner, and may be used by the Airport Authority without restriction or limitation on their use.

Any intentional failure or delay by the Contractor to deliver any records or documents to the Airport Authority may cause irreparable injury to the Airport Authority not adequately compensable in damages and for which the Airport Authority has no adequate remedy at law. In the event of such failure or delay, the Contractor will pay the Airport Authority \$1000.00 per day

as liquidated damages, and not as a penalty, until it delivers such records or documents to the Airport Authority. The Airport Authority may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery, as well as payment by the Contractor all applicable damages and costs. The Airport Authority has unrestricted use of the records and documents for the purpose of completing the Services

## **12. RESPONSIBILITY FOR LOSS OR DAMAGE OF DOCUMENTS AND MATERIALS**

During the performance of the Services, the Contractor shall be responsible for any loss or damage to the documents or materials enumerated as belonging to the Airport Authority while they are in the Contractor's possession or control. Restoration of lost or damaged documents or materials shall be at the Contractor's expense.

## **13. THE CONTRACTOR'S RECORDS; ACCESS TO RECORDS; AUDITING**

- A. The Contractor shall maintain overtly detailed and accurate financial and accounting records relating to or arising from the Services performed and the materials purchased and used to complete, in whole or in part, the Contractor's obligations under this Agreement. At a minimum, the Contractor shall maintain its financial and accounting records in accordance with accounting principles generally accepted in the United States of America ("Generally Accepted Accounting Principles" or "GAAP"), as issued by an appropriate standard setting body within the United States of America. The Contractor's detailed and accurate financial records shall include, but not be limited to, written or electronic: (a) bank statements and investment statements, (b) purchase orders, (c) subcontracts, (d) sales and purchase invoices, (e) payments made and payments received; (f) payroll records; (g) cancelled checks; (h) internal and external financial reports; (i) internal and external audits; (j) tax returns; (k) records of assets and liabilities; (l), ledgers; (m) financial statements of any type; (n) any other document showing how any invoice was calculated; (o) journal entries; (p) shipping and receiving and documents; and (q) any other document that relates to the performance of the Services, whether directly or indirectly. The Contractor shall require any subcontractor, supplier, vendor and agent to maintain their financial and accounting records in accordance with the requirements set forth in this Section 13.
- B. The Airport Authority has the absolute and unconditional right to examine and audit all financial and accounting records referenced in Section 13(A) above, including the Contractor's financial and accounting records, and any financial and accounting records of any subcontractor, supplier, vendor and agent of the Contractor. The Contractor must include a similar covenant allowing for Airport Authority audit in any agreement it has with a subcontractor or agent related to this Agreement. The Airport Authority may withhold any payment otherwise due to the Contractor pending the final results of any such audit, and such withheld amount shall not accrue any interest. By approval of this Agreement, the Airport Authority waives none of its authority to debar the Contractor from further contract award by the Airport Authority should it find the Contractor is less than cooperative in the conduct of an audit.
- C. The Contractor must maintain all records pertaining to the provision of Services under this Agreement for at least five years after the termination or expiration of

this Agreement. After this five year period, the Contractor may dispose of such records if the Contractor provides at least 30 days written notice to the Airport Authority, at the following address, prior to disposing of any such records so that the Airport Authority may elect to obtain copies of such records prior to their disposal:

Wayne County Airport Authority  
Detroit Metropolitan Wayne County Airport  
11050 Rogell Drive #602  
Detroit, Michigan 48242  
Attention: Audit Department

- D. The Contractor must make available to the Airport Authority or its authorized representative all financial and accounting records required by this Section 13, at any time requested by the Airport Authority Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Such records shall be made available at the location among its offices at which this Agreement is principally performed or which is closest and most convenient for the Airport Authority or its authorized representative, at the Airport Authority's election. In the event that the Airport Authority or its authorized representative are required to undertake travel outside of the Detroit–Warren–Livonia Metropolitan Statistical Area to conduct audit activities, the Contractor shall be responsible for any and all travel related costs and expenses incurred by the Airport Authority or its authorized representative, and shall pay such costs upon demand from the Airport Authority or its authorized representative.

The Contractor shall make its officers, directors and employees available to answer all questions and provide all information required by the Airport Authority. If an audit identifies any deficiencies or discovers the Contractor's failure to comply with any of the terms and conditions of this Agreement, the Contractor shall, not later than 10 days after the Airport Authority issues notice to the Contractor, remedy all deficiencies and failures.

If the Contractor fails to produce the financial and accounting records required by this Section 13, the Airport Authority may, upon 10 days' written notice to the Contractor, make a determination that the Contractor's failure to produce such financial and accounting records creates an irrefutable presumption that such financial and accounting records do not exist. The Contractor agrees to be bound by this determination and irrefutable presumption.

- E. If, as a result of any audit conducted of the Contractor's performance under this Agreement by or for the Airport Authority, the State of Michigan, or the Federal government, a discrepancy should arise as to the amount of compensation due or previously paid to the Contractor, the Contractor shall immediately pay any and all amounts required by the Airport Authority. Payment shall be made by the Contractor to the Airport Authority within seven days of the Airport Authority's written demand to the Contractor. If Contractor fails or refuses to make payment to the Airport Authority as required by this Agreement, in addition to any other legal remedies available to the Airport Authority, the Airport Authority may retain said amount from any funds allocated to the Contractor but not yet disbursed under this Agreement. Additionally, the Airport Authority may offset such a deficiency against

the compensation to be paid the Contractor in any other contract or agreement between the Airport Authority and the Contractor, including any performance guarantee or letter of credit provided for this Agreement or any other contract or agreement between the Parties.

- F. The Contractor agrees a breach of this Section 13 constitutes a breach of this Agreement sufficient to warrant termination, the imposition of liquidated damages (not a penalty) equal to 5% of the total compensation paid to date, and debarment from any further work for the Airport Authority for a period not less than three years. The remedies listed herein are not the Airport Authority's sole and exclusive remedies in the event of a material breach of this Agreement.
- G. Termination or expiration of this Agreement does not relieve the Contractor of any obligation under this Section 13.

#### **14. DISPUTES**

The presence of disputes between the Airport Authority and the Contractor, or legal proceedings arising from such disputes, shall not relieve the Contractor of its obligations to properly and expeditiously perform the agreed upon Services. The Contractor shall promptly inform the Airport Authority, in writing, of any dispute arising from or relating to this Agreement. The Airport Authority shall not be liable to compensate the Contractor for any additional costs accrued more than three days before the Airport Authority received written notice of the dispute.

The Airport Authority shall pay the Contractor all undisputed fees and costs for which services were rendered by the Contractor and accepted by the Airport Authority pending the resolution of any particular dispute.

#### **15. TERMINATION OF THIS AGREEMENT**

- A. Termination by the Airport Authority for Convenience: The Airport Authority may terminate this Agreement without cause at any time upon 15 calendar days written notice to the Contractor, and this Agreement will terminate on the date specified in the notice as if that date were the expiration of the Term.

If or when this Agreement is terminated, the Airport Authority will pay the Contractor for unpaid fees or expenses accrued prior to the termination date and accepted by the Airport Authority, and will not pay for any Services rendered or expenses incurred by the Contractor after the date of termination. Such fees or expenses shall be provided by the Contractor to the Airport Authority through an itemized invoice for such fees or expenses not more than 30 calendar days following the date of termination. The Airport Authority, upon payment of any approved amounts so invoiced, shall have no further liability or obligation to the Contractor whatsoever for any further fees, expenses or other payment.

After receipt of a notice of termination pursuant to this Section, and except as otherwise directed by the Airport Authority, the contractor shall:

- i. stop work under the Agreement on the date and to the extent specified in the Notice of Termination;

- ii. obligate no additional contract funds for payroll and other costs beyond the date specified by the Airport Authority or the date of termination, whichever is earlier;
- iii. as of the termination date, present and submit to the Airport Authority all records, data, notes, reports, discs, and documents as the Airport Authority relating to this Agreement, all pertinent keys or passwords to files, and carry out such directives as the Airport Authority may issue concerning the safeguarding or disposition of files and property;
- iv. place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of the portion of the Services not terminated, if any;
- v. terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated; and
- vi. submit within 30 calendar days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Agreement

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

Where applicable, and as desirable by the Airport Authority to accomplish the objectives of this Agreement, the Airport Authority shall have the right to immediately acquire all or a portion of the proprietary software licenses, licenses to the Contractor's materials, and other equipment or materials directly or indirectly related to the Services and not then owned by the Airport Authority.

B. Termination for Default: The Airport Authority may by written notice of default to the Contractor, terminate the whole or any part of this Agreement as follows:

- i. The Contractor's failure to perform or inadequate performance of its obligations under the Agreement if such failure to perform or inadequate performance is not cured within 10 calendar days, or such longer period as the Airport Authority may authorize in writing, after receipt of written notice from the Airport Authority specifying such failure or inadequacy. The Airport Authority's Chief Executive Officer, or his or her designee, is the individual designated to provide the written cure notice. Only the Chief Executive Officer is authorized to terminate this Agreement on behalf of the Airport Authority.
- ii. In the event the Airport Authority terminates this Agreement in whole or in part as provided above, the Airport Authority may procure, upon such terms and in such manner as the Chief Executive Officer may deem appropriate, Services similar to those so terminated.

- iii. If this Agreement is terminated as provided above, then the Airport Authority, in addition to any other rights provided in this subparagraph, may require the Contractor to transfer title and deliver to the Airport Authority in the manner and to the extent directed by the Chief Executive Officer, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this Agreement as has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Airport Authority shall be at the prices specified in this Agreement. Payment for partially completed reports and other documentation delivered to and accepted by the Airport Authority shall be in an amount agreed upon by the Contractor and the Airport Authority. The Airport Authority may withhold from amounts otherwise due the Contractor, or may bill the Contractor as a separate item for such completed or partially completed reports or other documentation such sum as the CEO determines to be necessary to protect the Airport Authority against loss.
- iv. The rights and remedies of the Airport Authority provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, including the collection of liquidated damages.

## **16. FEDERAL GOVERNMENT AGREEMENTS**

This Agreement is subordinate to the provisions of any existing or future agreements between the Airport Authority and the United States of America relative to the operation and maintenance of the Airports, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airports.

## **17. NATIONAL EMERGENCY**

All provisions of this Agreement are subordinate to the right of the United States of America to lease or otherwise assume control of the Airport, or any part thereof, during time of war or national emergency, for military use, and any provisions of this Agreement inconsistent with the provisions of such Agreement with the United States of America will be suspended by such lease or assumption of control.

## **18. COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

The Contractor will comply with any and all rules and regulations adopted by the Airport Authority with respect to use of the Airport. It will also comply with all applicable federal and state laws and regulations.

## **19. STATE, FEDERAL, AND LOCAL REQUIRED PROVISIONS FOR ALL CONTRACTS**

In the event of breach of any of the below covenants, the Airport Authority has the right to either terminate this Agreement or re-enter or reposess land covered by this Agreement and the Airport facilities thereon, and hold the same as if said Agreement had never been made or issued, or both, each as applicable.

- A. State Employment Non-Discrimination Requirements: In accordance with Michigan 1976 Public Act 453 and 1976 Public Act 220, the Contractor covenants

not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position and to require a similar covenant on the part of any subcontractor employed in the performance of this Agreement. Breach of this covenant may be regarded as a material breach of this Agreement.

- B. Federal Civil Rights - General: The Contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor from the bid solicitation period through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision also obligates the Contractor or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of: (i) personal property; (ii) real property or interest therein; (iii) structures or improvements thereon. In such cases the provision obligates the Contractor or any transferee for the longer of the following periods: (i) the period during which the property is used by the Airport Authority or any transferee for a purpose for which Federal assistance is extended or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Airport Authority or any transferee retains ownership or possession of the property.
- C. Federal Civil Rights – Title VI: During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (together, the “Contractor” for the remainder of this provision) agrees as follows:
1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
  2. Non-discrimination: The Contractor, with regard to the work performed by it during this Agreement, 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 Acts and the Regulations, including employment practices when this Agreement 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 Agreement and the Acts and the



Regulations relative to Non-discrimination 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 Airport Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Airport Authority 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 the Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Airport Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    - a. Withholding payments to the Contractor under this Agreement until the Contractor complies; and/or
    - b. Cancelling, terminating, or suspending this or any other Agreement with the Contractor, 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 Airport Authority 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 Airport Authority to enter into any litigation to protect the interests of the Airport Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- D. Airport Authority Ethics in Contracting: The Contractor must comply with the Wayne County Airport Authority Ethics Ordinance or any successor ordinance, resolution, or regulation to the same Ordinance, as it may be amended, and as it may apply.

## **20. LICENSES AND PERMITS**

As applicable, the Contractor shall obtain and keep in force at its own expense for the duration of this Agreement, all licenses and permits required by applicable governmental units having appropriate jurisdiction therefor.

## **21. FORCE MAJEURE**

The Parties to this Agreement shall not be required to perform any term, condition, or covenant in this Agreement so long as such performance is satisfactorily demonstrated to have been absolutely delayed or prevented by force majeure, which shall mean Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Parties hereto and which by the exercise of due diligence the Parties hereto are unable, wholly or in part, to prevent or overcome except as otherwise provided herein. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the Airport Authority's reasonable determination is controlling.

## **22. SUCCESSORS**

The terms, conditions, and covenants contained in this Agreement apply and inure to the benefit of, and are binding upon the Parties hereto and their respective successors in interest and legal representatives, except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of the Airport Authority under this Agreement including, but not limited to, any notices required or permitted to be delivered by the Airport Authority to the Contractor hereunder may, at the Airport Authority's option, be exercised or performed by the Airport Authority's agent or attorney, including but not limited to the Chief Executive Officer.

## **23. CONFIDENTIAL INFORMATION**

The information that Airport Authority may disclose to the Contractor includes, but is not limited to, the following: (a) any and all information relating to Airport Authority's proposed construction projects; (b) any and all information relating to the Airport Authority's completed construction projects; (c) any and all information related to the Detroit Metropolitan Wayne County Airport, including but not limited to its operations and secure areas; (d) any and all information related to the Willow Run Airport; (e) any and all information which would do any of the following: (i) constitute an unwarranted invasion of privacy (including, but not limited to, information contained in any personnel, medical, or similar file); (ii) reveal trade secrets or privileged or confidential information obtained from any person; or (iii) be detrimental to the security of transportation; and (e) any and all information designated confidential or sensitive security information by the Airport Authority. In addition to the above enumerated types of information, there may be other related information that the Airport Authority also discloses to the Contractor, and all this information is, together, the "*Confidential Information*".

In consideration of Airport Authority's disclosure of the Confidential Information for the Contractor its use, the Contractor agrees to the following use and disclosure obligations:

- A. Title to the Confidential Information and all related materials and documentation Airport Authority delivers to the Contractor will remain with Airport Authority;
- B. the Contractor agrees to treat such Confidential Information as secret;
- C. the Contractor shall not to disclose any Confidential Information to third parties and to use it solely for the purpose described in this Agreement. The Contractor will restrict circulation of the Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information for the purpose of providing the services to Airport Authority;

- D. the Contractor will be liable for all costs, damages, liabilities relating to or arising from the disclosure of Confidential Information whether the disclosure is intentional, negligent, or accidental;
- E. the Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Agreement; and
- F. if any provision of this Section is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect to the extent that such does not create an absurdity.

## **24. MISCELLANEOUS**

- A. When used in this Agreement, the term "Chief Executive Officer" or "CEO" includes the Chief Executive Officer of the Airport Authority, or his designee, unless the context requires otherwise.
- B. The section headings contained herein are included for convenience in reference only, and are not intended to define or limit the scope or intent of any provisions of this Agreement, nor in any way affect this Agreement.
- C. When used herein, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.
- D. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the RFP.
- E. Unless otherwise explicitly provided for in this Agreement, the CEO or his or her designee may take all actions under this Agreement on behalf of the Airport Authority.
- F. The Airport Authority may conduct regular contract performance reviews to ensure Contractors consistently meet all aspects of performance.
- G. The Airport Authority represents and warrants that it is not subject to any federal, state, and local sales, use, ad valorem and other taxes, charges and assessments imposed on or based upon the Services to be provided herein. Upon request from the Contractor, the Airport Authority will provide the Contractor with its current tax exemption identification number and any other pertinent documentation verifying its tax-exempt status.
- H. The Contractor covenants that it is not, and will not become, in arrears to the Airport Authority upon any contract, debt, or any other obligation to the Airport Authority.
- I. All the provisions of this Agreement are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.
- J. If any Affiliate takes any action, which, if done by the Contractor, would constitute a breach of this Agreement, the action is deemed a breach by the Contractor. "Affiliate" is a parent, subsidiary or other company controlling, controlled by or in common control with the Contractor.

- K. This Agreement may be executed in any number of counterparts, and all of the counterparts taken together are one and the same document.
- L. Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Agreement as a whole and not to any particular article, section, or other subdivision. Additionally, as used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.
- M. The Airport Authority's purchase orders or other ordering documents shall not add to or vary the terms of this Agreement.

## **25. JURISDICTION AND GOVERNING LAW**

This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. The venue for any action involving an alleged default by the Contractor shall only be in a court in the County of Wayne, State of Michigan, unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court, or the Michigan Court of Appeals. Service of process at the address specified in this Agreement will be sufficient to put the Contractor on notice of any legal action taken by the Airport Authority.

## **26. SEVERABILITY OF INVALID CONTRACTUAL TERMS**

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected and is enforceable.

## **27. NOTICES**

All notices, communications or statements required by this Agreement must be sent to the following, each of which may be changed for purposes of this Section by written notice similarly given to the other party:

If to the Airport Authority:	Wayne County Airport Authority Detroit Metropolitan Wayne County Airport <a href="mailto:contract.notices@wcaa.us">contract.notices@wcaa.us</a>
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If to the Contractor:	[Insert Contractor Information]
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All notices are deemed given on the date of receipt, or two business days after the day of electronic or traditional mailing, whichever occurs first. Any notice given by a party must be signed by an authorized representative of such party.

## **28. ENTIRE AGREEMENT**

This Agreement consists of Sections numbered 1 through 28, and the attached documents identified as **Exhibits A and B**. This Agreement sets forth all the covenants, promises, conditions,

and understandings between the Airport Authority and the Contractor concerning the Contractor's performance of the required Services.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on their behalves by their respective duly authorized officers all as of the day and year first above written.

**Wayne County Airport Authority**

By: \_\_\_\_\_  
Chad Newton  
Chief Executive Officer

**<ContractorNm>**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#221062FOA

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **1. GENERAL INFORMATION**

The Airport Authority currently has a staff of approximately 625 active employees organized into operating departments tasked with supporting both Detroit Metropolitan and Willow Run Airports. Many of the departments are typical of any business — Administration, Finance, HR, Legal — and some are unique to running an airport — Airfield Operations, Landside Services, Parking Administration. The Technology Services (TS) department has the responsibility of providing computer and infrastructure services to support the business of the Airport Authority through these departments.

The Technology Services (TS) department operates within the Airport Authority as a technical support services organization and is responsible for providing a secure, effective and efficient telephony, radio services, network computing, and business applications environment to the other Airport Authority divisions and, possibly, airport Tenants. Airline and TSA services are not the responsibility of the Airport Authority and are not responsibilities for TS and therefore, are not included in the scope of the RFP. Comprised of a core in-house staff, TS complements the core group with third-party contractors to deliver the following services:

- a) Computer server and network engineering, management, and operations support;
- b) Database management and operations support;
- c) Technology security administration and testing;
- d) Desktop management services;
- e) Equipment repair services;
- f) Call center (help desk) support services;
- g) Application services;
- h) Telephone services;
- i) Radio system maintenance support for the Airport Authority;
- j) Mobile technology.

Technology Services manages its business application solution primarily in two ways, with in-house or third-party hosting. Examples of in-house hosting include the fixed asset maintenance system, permits, document management and 911 system. Examples of third-party hosting include the financial system, Airport Authority website and two-way radio system.

#### **2. COMPUTING ENVIRONMENT**

The Airport Authority's computing, communications, and applications software technologies are provided, managed and maintained by the Technology Services division, Technology Services utilizes a mixture of in-house and contract staff to fulfill its mission, and applies industry standard best practices and service level metrics to it.

Computing capabilities currently consists of a combination of physical and VMWare-based server environment that supports Microsoft Active Directory, Azure / 365, Microsoft Exchange Server, Microsoft Server, Microsoft SQL Server and Ubuntu. Desktop software includes Microsoft Windows, Adobe Acrobat Reader / Standard / PRO, and a Microsoft Office 365. Hardware is predominately Dell® desktops, servers and redundant storage arrays. The Airport Authority employs a disaster recovery hot-site to ensure system availability.

The Airport Authority's network environment consists of a number of fiber-connected sites using Cisco products in support of a gigabit backbone, with a few lesser sites serviced by slower connections. Tributary wiring consists of category five and six cable drops with POE (Power over

Ethernet) capable Cisco switches. Internet access is firewall protected and is provided over a scalable 1 GB link provided by AT&T®.

The Airport Authority's application software environment consists of a mixture of in-house developed and commercial software; mostly running on local Airport Authority servers. One major accounting and payroll application is hosted by the product manufacturer and is accessible via the Internet.

### **3. ON-DEMAND CAPABILITIES**

The Airport Authority may require that the Contractor provide On-Demand Capabilities and will define the scope and function of any on demand projects. On-demand services will be authorized through the use of a Services Authorization Form (SAF) that will detail the scope, deliverables, and timeline for such services. The SAF will be authorized through the written approval of the Vice President of Technology Services.

### **4. MANAGED SERVICES CONTACT CENTER: HELP DESK + CALL CENTER (CONTACT CENTER)**

The Contractor will provide Contact Center services twenty-four (24) hours per day every day of the year. The role of the Contact Center is to serve as a single point of contact for all end user requests. The Contractor will accept and process all service requests, and there shall be no limit on the number of service requests. The Contractor shall fully staff the Contact Center, as quantified in the Contractor's proposal. Service can be requested via phone, email, in person, or web portal.

A Contact Center is defined as a Help Desk which includes both a Call Center and Deskside Services. The contractor shall provide a minimum of two Contact Centers. The PPM Contact Center shall be located at Detroit Metro Airport, in the Berry Administration Building, and shall provide both Help Desk and Call Center Services. The EPM Contact Center shall be located at a location of the Contractor's choosing and shall provide Call Center Services only (not Help Desk).

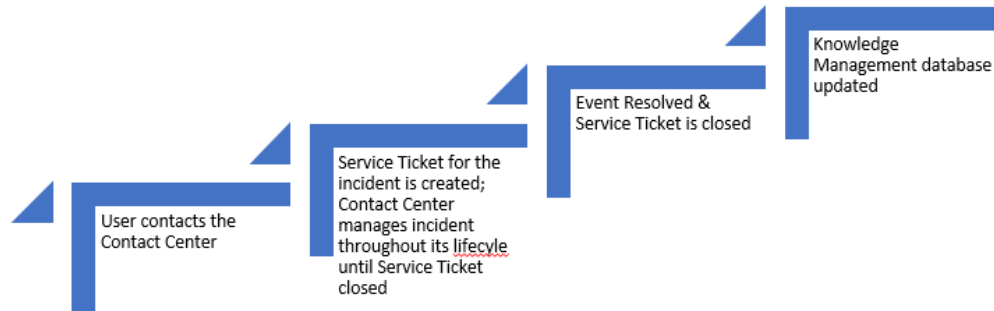
The Contractor will implement a Contact Center utilizing a blended service model with two modes of support: Help Desk and Call Center.

- **Help Desk:** First point of contact during the Principle Period of Maintenance (PPM) for initial troubleshooting, service request management, ability to resolve requests on the first call without escalating. Subject matter expertise in desktop hardware/software involving deskside services for office equipment, including desktops, copiers, laptops, tablets, printers, office phones, projectors, and other smart devices. Also includes trouble shooting Wi-Fi and wiring issues.
- **Call Center:** First point of contact during the Extended Period of Maintenance (EPM) for initial troubleshooting, service request management, ability to resolve requests on the first call without escalating. Subject matter expertise in desktop hardware/software involving non-deskside services for office equipment, including desktops, copiers, laptops, tablets, printers, office phones, projectors, and other smart devices. The Contractor must utilize an information technology enterprise system for:
  - a) initiating and tracking all service requests,
  - b) selected projects,
  - c) purchase requests,
  - d) work in process, and
  - e) change requests.

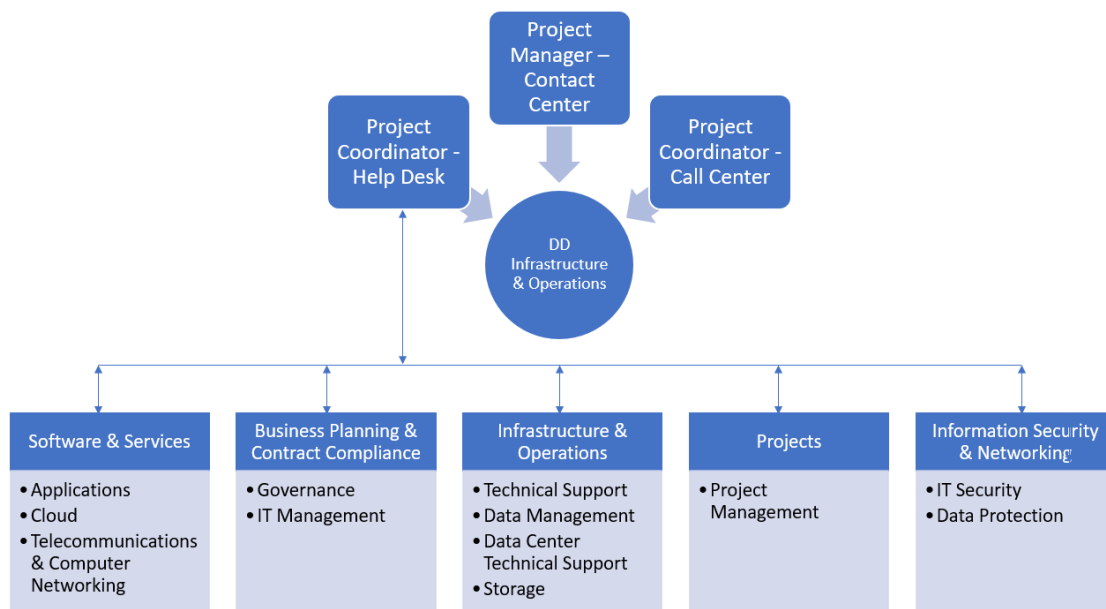
ServiceNow is the information technology enterprise system currently used by TS.



## Event Management Process



The Airport Authority TS department expects Help Desk/Call Center/Contact Center personnel to be generalists and as the incident is escalated, technology specialists or other appropriate professional IT staff augmentation selectees are assigned to reach resolution.



## 5. COMPLIANCE CHECK LIST



- ☒ 1. Ensure the network is secure physically and logically
- ☒ 2. Perform compliance audits of employee workstations
- ☒ 3. Implement single- or multifactor authentication
- ☒ 4. Record customer conversations with customer consent
- ☒ 5. Provide mandatory disclosures, e.g. gaining callers' consent
- ☒ 6. Protect sensitive information with encryption, automation and more
- ☒ 7. Provide routine compliance training to employees

1. **Secure the Network:** Organizations should use network access control to limit who can physically and logically access system hardware and software. Physical security protects the physical components of a network -- such as devices, modems, or routers -- from physical harm. Logical security uses passwords and system permissions to protect a network's software and data from unauthorized individuals. Call centers with agents that work from home may struggle to maintain physical security, as remote agents don't always have secure workstations. Call center managers can also perform physical or virtual audit checks on their agents' remote workplaces to ensure they meet security standards
2. **Perform Workstation Audits:** Physical workstation audits enable an organization to inspect a remote employee's work environment and ensure it supports basic controls and meets compliance requirements. As physical visits to employees' remote workstations aren't always feasible, supervisors can use video conferencing to perform high-level audits.
3. **Authenticate Users:** Customer authentication is a process where individuals prove they are who they claim to be. In some cases, single-factor authentication -- where customers provide a single piece of information to confirm their identity -- can suffice. However, many organizations have adopted [multifactor authentication](#), which asks customers to provide distinct pieces of information, such as a password and a code sent to a mobile device, to confirm their identity.
4. **Record Conversations:** Call recording lets organizations review telephone conversations between customers and agents. Managers can review recordings through a [quality monitoring program](#) to determine if agents fulfilled external requirements, such as appropriate disclosures and authentication processes. Managers can also review recordings to determine if an agent fulfilled internal requirements, such as providing a customer with accurate information or following internal procedures.
5. **Provide Mandatory Disclosures (gaining end user consent):** Call center agents must provide mandatory disclosures, which are legal statements used to clearly explain specific processes, rules and options to callers. For example, if a call center in the U.S. wants to record a customer call, agents must disclose that information with the caller and receive that individual's consent to the recording.
6. **Manage Sensitive Information:** To comply with standards, such as [Payment Card Industry Data Security Standard](#) and HIPAA, organizations must protect sensitive customer data at rest and in motion. Sensitive information can include PII, credit card

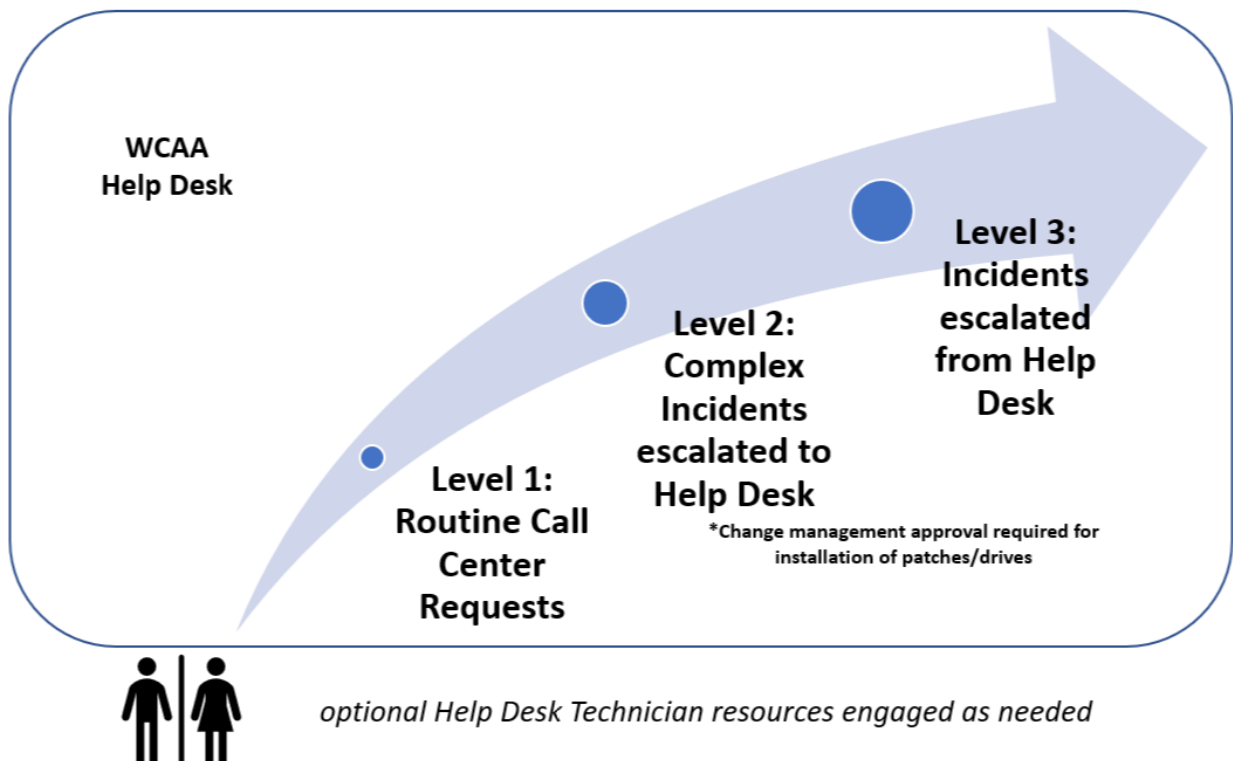
numbers or protected health information. To protect sensitive information, organizations should adhere to the following practices:

- encrypt all data;
- minimize the amount of stored data; and
- use automation, such as interactive voice response, to perform sensitive transactions.

7. **Offer Ongoing Training:** Organizations should offer annual training on proper compliance procedures and guidelines. All employees should be up to date on specific compliance rules and understand how they can protect their organization and its customers.

6. **MANAGED SERVICES TICKET INCIDENT ESCALATION** Service Tickets are to be escalated based on incident complexity.

## MANAGED SERVICES INCIDENT ESCALATION



## Managed Services Incident Escalation Levels

<b>LEVEL 1</b>	
Description	First point of contact for initial troubleshooting, service request management, ability to resolve requests on the first call without escalating to the Help Desk but may include escalation to Hardware/Software OEMs.
Function	Level 1 is comprised of subject matter experts in these IT Service Towers: Customer Support/Technical Support. The Help Desk/Call Center is the primary point of contact for all requests for service and also provides Level 1 Support. Requestors may contact the Help Desk/Call Center via telephone, email, Web-based submissions or in person. The Level 1 Support technician is a generalist with a broad understanding of the hardware and software used at the Airport Authority and is well versed in troubleshooting techniques. The Contractor must accept and manage all service requests to the Help Desk/Call Center as follows: a) All Call Center service requests shall be received, logged, dispatched, and monitored by the Contractor using the service request management system. b) Service request management requires appropriate follow through to ensure successful call resolution. c) Service requests will be managed for consistency 24/7; there is not a separate service level expectation for off-hours.
Examples	a) Windows desktop, operating system, and end user application troubleshooting for all Airport Authority Standard Software. b) Assist remote users with VPN access/connection issues. c) Perform User ID and password resets, including unlocking user accounts.
Other Call Center Duties	In addition to providing Level 1 Support to end users who call into the Contractor's Call Center, the Call Center will perform at least the following duties: a) Monitor service requests for trends. If found, gather information and refer to Level 2 Support for possible root cause analysis and preemptive resolution. b) Provide TS staff access to, and training on the service request management system. c) Ensure the service request management system is kept up-to-date with current Airport Authority information (e.g., user names, department names, locations). d) Create, enhance, and maintain checklists, a Knowledge Base (KB), and other tools to aid in first-call resolution. e) Maintain the Outlook Address Book data fields and keep current within 1 week. f) Maintain the Approval List for TS service requests, procurement authorizations, security permissions and website changes. It must be kept current and updated no less than every month.

<b>LEVEL 2</b>	
Description	Escalation from Call Center to Help Desk during PPM. Subject matter expertise in desktop hardware/software. Typically involves desk-side services for office equipment, including desktops, copiers, laptops, tablets, printers, office phones, projectors, and other smart devices. Also includes trouble shooting Wi-Fi and wiring issues. Includes escalations to Hardware/Software OEMs.
Function	Level 2 is comprised of subject matter experts in these IT Service Towers: Help Desk Support. Conducting in-depth troubleshooting is a high priority at this level as initial troubleshooting and resolution of common problems was handled by the Call Center. Level 1 support was responsible for the creation and maintenance of

	support knowledge bases, FAQs, and checklists. Level 2 will provide update information to the Call Center as requests are resolved, and conduct root cause analysis for commonly reported problems. It is important technicians have customer service skills as there will be significant face-to-face interaction. This support level involves domain-specific technical knowledge and is staffed by more experienced technicians who have strong exposure to troubleshooting. The use of advanced diagnostic tools and data analysis begin at this level.
Examples	a) Provide desk-side technical support for all Airport Authority standard software including, but not limited to, client software, operating systems, standard application software, antivirus software, email and Airport Authority business applications. b) Provide desk-side assistance to Airport Authority staff in the use of equipment and network resources. c) Engage external resources (i.e. product manufacturer, other Contractor staff, reference materials, etc.) in order to resolve a problem or answer an end user technical question. d) For recurring problems, perform root cause analysis so the problem can be rectified. e) Provide timely updates to the incident ticket so the requestor can be apprised of the expected resolution. f) Coordinate with the requestor to test the fix, and, if successful, secure approval to close the incident, noting the resolution.

LEVEL 3	
Description	Escalation from Managed Services Help Desk to outside parties (includes full-time Airport Authority and Contract Staff, and/or Hardware/Software OEMs)
Function	Level 3 Support is comprised of subject matter experts in the these IT Service Towers: Applications, Cloud, Technical Support, Data Management, Data Protection, Data Center Technical Support, Governance, ITM Mgt Services, IT Security, Project Mgt, Storage, and Telecommunications & Computer Networking. When necessary, they will also engage third party or Airport Authority resources.
Examples	a) Coordinate the formal escalation to the appropriate third party and/or Airport Authority resources. This includes notification to TS management. b) Monitor third party vendor/developer activity to ensure timely resolution. c) Assist in the collection of information requested by third party support if outside the Contractor's organization. d) After Level 3 Support has provided a resolution, they are to coordinate with the original requestor to verify the fix. Upon verification, include the fix in the next update cycle for all product instances and provide resolution information to the Call Center for FAQ and knowledge base updates.

- 7. HELP DESK** During PPM, the help desk shall be located within the Berry Administration Building at Detroit Metro Airport. The Airport Authority help desk is the individual, group, organizational function and external service that an [IT](#) end user calls to get help with a problem. The help desk is an organization that accepts support requests submitted telephonically, online or in person.

At the Airport Authority, "help desk" refers to centralized help provided to users within the Airport Authority. A related term is [call center](#), a place that customers call to place orders, track shipments, get help with products and so forth.

The Airport Authority IT help desk supports its employees and other internal users of computers, software and networks. These internal help desks provide general IT support for all IT hardware, software and [networking](#) products in use in the organization.

Help Desk is comprised of IT Professional Staff generalists. When necessary, the Help Desk contacts appropriate Third Party resources and/or Airport Authority IT Professional Staff selectees including, but not limited to, subject matter experts in networking, servers, active directory, virtual servers, databases, system backups, and desktops.

- Coordinate the formal escalation to the appropriate third party and/or Airport Authority resources. This includes notification to TS management.
- Monitor third party vendor/developer activity to ensure timely resolution.
- Assist in the collection of information requested by third party support if outside the Contractor's organization.
- After the help desk has provided a resolution, they are to coordinate with the original requestor to verify the fix. Upon verification, include the fix in the next update cycle for all product instances and provide resolution information to the Call Center for FAQ and knowledge base updates.

#### **8. HELP DESK (PPM) TASKS AND FUNCTIONS WITHIN THE CONTACT CENTER**

The Contact Center, comprised of the Help Desk and the Call Center, shall:

- Establish and operate the Help Desk location at Detroit Metro Airport during PPM. The Contractor shall determine the location of the Call Center during EPM.
- Any operational transitions between PPM and EPM shall be seamless to Airport Authority users. Refer to the relevant Service Level Agreement found in Attachment C
- Communicate to all users, on a daily basis, events, changes, upcoming activities, etc. for the purpose of sharing a common understanding of the current state of the computer environment.
- Communicate with the requestor concerning status.
- Update trouble tickets per SOP.
- Inform the requestor of anticipated resolution times and proactively follow-up with service requestors if the anticipated resolution time will not be met, the reason, and a new expected resolution time.
- Escalate service requests to other support staff as needed to resolve Airport Authority problems or technical questions. This includes other support technician within the Contractor's organization, third parties for externally supported applications or systems, or appropriate Airport Authority resources.
- Provide an operations "health check" notification twice a day (7:00 am and 2:00 pm).
- "Services" means any of the services Contractor, or any Subcontractor, is required to or otherwise does provide under this Contract, or an Engagement SOW, or SAF including but not limited to installation, implementation, integration, field support, and incident response.
- The Contractor is responsible for:
  - Monitoring and proactively resolving issues with delivery dates, quality of products/services, mean time between failure after repairs, billing/invoicing, and other service level agreements.
  - Notify the Airport Authority within one business day when products/services are constrained or otherwise unavailable so that the Airport Authority can work with the Contractor to find an appropriate means to resolve these issues.
  - The Contractor, its subcontractors and subcontracted staff shall comply with all security standards and the security access requirements for the Airport Authority facilities.

#### **9. DESK SIDE SERVICE**

- **Installation** The Contractor is expected to provide desktop installation services. Installation is defined as the placement (or relocation) of equipment on Airport Authority furniture or shelving and its connection to other equipment or appropriate outlets, including unpacking and disposing of packing materials. Such installation does not require the Contractor to provide furniture, shelving or to install building wiring. As such, the Contractor shall:
  - Upon installation, assist the recipient of the installed equipment by acquainting them with the basic operation of the equipment or software or both, as needed;
  - Develop, test, install and deploy only Airport Authority-approved equipment and use only Airport Authority-approved software Standard Loads;
  - Fully test all equipment and software prior to its distribution to end users;
  - Install and configure network-attached peripheral hardware (telephony, printers, scanners, all-in-1 devices) provided by the Airport Authority to meet business requirements. Services shall apply to both new and redeployed equipment;
  - Load only properly licensed software on any Airport Authority equipment;
  - Fully test all equipment and software once installed to ensure performance;
  - Update appropriate asset and configuration databases to reflect current status of installed or relocated equipment each time the hardware, software, or location information changes.

**10. HARDWARE ASSESSMENT, INSTALLATION, IMPLEMENTATION, AND INTEGRATION SERVICES:** Services will vary, based on the type of equipment being installed. Contractor will ensure the equipment will operate properly in the Airport Authority's environment at the end of installation. Installation shall include End-User Computing Devices (e.g. desktops, tablets, iPads, copiers, printers, scanners, servers, SAN, peripherals and projectors).

Site Hardware Set-Up

- Desk-side delivery
- Unpack system
- Save files from old systems by copying to server or media
- Removal of old system
- Wipe or remove hard drive for data destruction, as defined
- Pack old system for Asset Recovery
- Install system unit and any previously attached peripherals
- Connect to network and test connection
- Set up and test printer connection
- Initiate Software push
- Confirm successful completion of all activities

**11. SOFTWARE ASSESSMENT, INSTALLATION, IMPLEMENTATION, AND INTEGRATION SERVICES:** Services will vary, based on the type of software being installed. Contractor will ensure the software will operate properly in the Airport Authority's environment at the end of installation.

Site Software Set-Up

- Commercial off the Shelf (COTS), pre-packaged software , which may be installed on end-user devices, servers, or other computing equipment

- The Contractor is responsible for the development, maintenance, and management of all Airport Authority Standard Loads as needed. The Contractor will:
  - Develop, test, and maintain all Standard Loads per Airport Authority standards;
  - Automate the distribution of Standard Load images via the network;
  - Troubleshoot and resolve any application software conflicts with a Standard Load;
  - Maintain requisite documentation as to the composition and configuration of all Standard Loads;
  - Utilization of a Configuration Management Database (CMDB) that contains configuration details for all hardware and software. The Airport Authority's CMDB resides in ServiceNow, which is the information technology enterprise system.
- Software maintenance, which is defined herein as related standard commercial Software Publisher's software support services, which may come bundled with the software license or sold separately. Software support services are dictated by the Software Publisher, and may often include bug fixes, error-corrective services, update, and new versions that are improvements, extensions, or other changes that are logical improvements or extensions of the original product. It may also include software documentation or access to remote technical support.
- Pre-configured, pre-integrated Software appliances. Contractor's services to be provided to the Airport Authority shall include:
  - Assessment, Installation, Integration, and Implementation services deliverable-based service engagements, including solution training for IT end users. Contractor will supply trained, qualified personnel on a case-by-case basis, who will provide these services, based on the Authority's needs.
  - Validate Licensed Software. Contractor shall be responsible for any damages to the Airport Authority resulting from the unauthorized loading of unlicensed software by contract personnel
  - Assistance with renewal of Licensed Software subscriptions and software maintenance

**12. SCHEDULED/UNSCHEDULED MAINTENANCE SERVICES:** The Contractor shall provide Help Desk maintenance support for scheduled and unscheduled services. As such, the Contractor shall:

- Performs refresh operations including monitoring, installation, troubleshooting, relocations, and maintenance of hardware and software equipment. "Refresh" is a general term in IT that refers to an updating adjustment of content based on current conditions. In some cases, such as in a browser refresh, online systems are sending the most current data to a software interface destination. In other cases, such as a memory refresh, internal systems are getting updated.
- Diagnose, repair, and if necessary, replace defective hardware/software
- The Contractor agrees to back-up user data, if necessary, prior to repairing or replacing their computer.



- In the event the hardware/software cannot be maintained desk-side Contractor will provide suitably configured replacement hardware/software to sustain end-user operations.

**13. CALL CENTER** a place that customers call to place orders, track shipments, get help with products and so forth. A call center focuses on one communication channel – the telephone. Contact centers provide support from additional channels, such as email, chat, websites and applications (i.e. ServiceNow). A contact center may include one or more call centers. A call center is a centralized department that handles inbound and outbound calls from current and potential customers. Call Center (EPM) shall be located at a location of the Contractor's choosing. The Call Center operating within the Help Desk (PPM) shall be located at Detroit Metro Airport.

**a) Call Center (EPM) Tasks and Functions within the Contact Center**

The Call Center within the Contact Center shall:

- Be established and operated in a location determined by the Contractor for the Call Center during EPM. (Note: the Contractor shall establish and operate the Help Desk location at Detroit Metro Airport during PPM)
- Any operational transitions between PPM and EPM shall be seamless to Airport Authority users. Refer to the relevant Service Level Agreement found in Attachment C
- Communicate to all users, on a daily basis, events, changes, upcoming activities, etc. for the purpose of sharing a common understanding of the current state of the computer environment.
- Communicate with the requestor concerning status.
- Update trouble tickets per SOP.
- Inform the requestor of anticipated resolution times and proactively follow-up with service requestors if the anticipated resolution time will not be met, the reason, and a new expected resolution time.
- Escalate service requests to other support staff as needed to resolve Airport Authority problems or technical questions. This includes other support technician within the Contractor's organization, third parties for externally supported applications or systems, or appropriate Airport Authority resources.
- "Services" means any of the services Contractor, or any Subcontractor, is required to or otherwise does provide under this Contract, or an Engagement SOW, or SAF including but not limited to installation, implementation, integration, field support, and incident response.
- The Contractor is responsible for:
- Monitoring and proactively resolving issues with delivery dates, quality of products/services, mean time between failure after repairs, billing/invoicing, and other service level agreements.
- Notify the Airport Authority within one business day when products/services are constrained or otherwise unavailable so that the Airport Authority can work with the Contractor to find an appropriate means to resolve these issues.
- The Contractor, its subcontractors and subcontracted staff shall comply with all security standards and the security access requirements for the Airport Authority facilities.

**14. Service Management**

Each year, no later than June 15th, the Contractor shall present to the Airport Authority alternatives and plan justification, if needed, to accommodate changes to staffing for either the Help Desk or Call Center or both and to continue to achieve service levels. These alternatives may impact the fixed fee. In the event the Airport Authority agrees to the proposed change, the total monthly cost of services shall be changed in the Price Form and approved by the VP of Technology via a Services Authorization Form (SAF). The new rate will be effective January 1st.

#### **15. Contract Transition**

**Overview** There is a transition period at the beginning and the end of this Contract. The Proposer will address any transition and migration services required to mitigate any loss of functionality or productivity, while ensuring the possible conversion to new staff and systems occurs without interruption.

**16. Contract Project Manager (CPM):** The Contractor will identify a Contract Project Manager (CPM) to oversee all aspects of the Contract including the management of all vendor personnel. The CPM will work closely with the designated personnel from the Airport Authority. The CPM will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by the Airport Authority. The CPM to oversee all aspects of the Airport Authority's Contract, including the management of all customer representatives and personnel identified in Contractor's proposal. The CPM's responsibilities include, at a minimum:

- Manage Contractor's subcontractors
- Develop the initial project plan and schedule, and update as needed, for the Contract implementation and administration of the Contract.
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day activities of the Contract team
- Assess and report project feedback and status
- Escalate issues, risks, and other concerns
- Review all deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare documents and materials

**17. Contract Project Coordinator:** Contractor will identify one or more Contract Project Coordinators to oversee all aspects of transition and implementation of the Contract. The Contract Project Coordinator(s) will remain Key Personnel until successful transition to operations of all Contract activities. Likewise, Contractor will identify a Contract Project Coordinator(s) as Key Personnel to oversee all aspects of transition at Contract's end.

- **Organizational Chart:** The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work. When changes occur to the organizational structure an updated organizational chart must be sent, within 2 weeks, to the Airport Authority Contracts Coordinator and the Airport Authority Operations & Infrastructure Coordinator.

#### **18. Contractor Team Member Expectations:**

- **Permanent Assignment:** Team Members shall be assigned on a permanent basis, except for temporary replacements and staff utilized for any on demand projects.
- **Appearance/Conduct:** The Team Member shall be clean, well groomed, and dressed appropriately for the type of work assigned. All Team Members will conduct themselves in a professional businesslike manner; and will not use profanity, engage in any loud, boisterous, or otherwise offensive language, or

display any rudeness to any person. Team Member will be required to conduct themselves in accordance with the Airport Authority's rules, regulations and ordinances. Team Member, must be properly badged. The Contractor is responsible for all badging requirements and ensuring that all the Team Members comply with all safety and security requirements.

- Assignment Status: Neither the Contractor nor Team Members are employees of the Airport Authority, and will not receive benefits from the Airport Authority, such as sick leave, vacation, raises, holiday pay, etc. All Team Members are expected to arrive to work on time. The Airport Authority reserves the right to require the Contractor to remove a Team Member from a position with the Help Desk or Contact/Call Center, at any time, without cause.
- Background Checks: It is expected that a preliminary background check will be performed by the Contractor prior to submittal of individual proposed applicants' requests. Once a candidate is selected, the Contractor will be required to provide proof of reference checks, degree(s) and/or certificate(s), drug screening, proof of employment eligibility in the United States, and any other validating documentation needed. All Team Members must go through the Airport Authority badging process, which also includes a background check. As part of the selection process, the Team Member will be subject to participate in the Airport Authority's security screening process. The process may require fingerprinting, drug use screening, and consist of driver license, reference, and criminal record checks.
- Employment Opportunities: The Airport Authority reserves the right to hire the Team Member without further obligation to the Contractor. Contractors agree not to charge the Airport Authority any fee, or to impede the Airport Authority's ability to hire the Team Member, or to extract remuneration in any form from Team Members who seek employment opportunities with the Airport Authority.
- Performance: All work performed by the Team Member must be performed to the satisfaction of the Airport Authority, as determined in the sole discretion of the Airport Authority.

**19. Transfer at the end of the Contract,** the Contractor will be required to assist in an orderly transition. The Proposer shall indicate the process they will use for an orderly transfer of services to ensure uninterrupted services.

**20. SERVICE LEVEL AGREEMENTS (SLAs):**

- a) Contract Deliverables are specified in the Service Level Agreement Table found in Attachment C
- b) Contractor is required to submit a Report with SLA Scores and calculated Remedies. The report is to be submitted in accordance with the frequencies indicated on the SLA Table, or upon request from the Airport Authority.

**21. IMPLEMENTATION:**

- a) **CONTRACTOR'S RESPONSIBILITIES:** The Contractor will be responsible for the following tasks including, but not limited to:
  - Conduct a kick-off meeting and present a Project Plan for the transition within two weeks of an approved Contract.
  - Deliver all services identified in Section 4, Scope of Work.
  - Provide, install, and implement all hardware and software services required in the RFP.

- b) **TECHNOLOGY SERVICES' RESPONSIBILITIES:** Technology Services (TS) is generally responsible for, and will provide pursuant to the Contract, unless specifically stated to the contrary therein, the following:

Access to TS staff, as needed.

- i) The Airport Authority will maintain software maintenance agreements with the software provider for the purpose of receiving patches and phone assistance.
- ii) The Airport Authority will maintain hardware maintenance agreements
- iii) Paper and ink cartridges/toners for copiers/printers.
- iv) Office space, computers, desk phones, office supplies and furnishings.
- v) The Airport Authority's IT operations and infrastructure.
- vi) All network building wiring (copper and fiber media) terminated in a manner that allows the Contractor to connect the equipment to the building wiring.
- vii) Necessary TS policies, standards, and guidelines.

## **EXHIBIT B**

### **FEES**

[To be finalized based on pricing documents and successful Contractor's submission]