

Memorandum

MIAMI-DADE
COUNTY

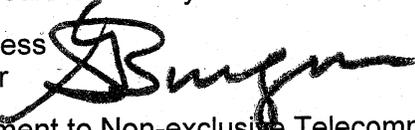
Date: January 25, 2007

Amended

Agenda Item No. 8(A)(1)(B)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager



Subject: Second Amendment to Non-exclusive Telecommunications and Network
Management Services Agreement with NextiraOne, LLC, revising services
specification and increasing contract allocation by \$8,192,346 **R#19-07**

It is recommended that the Board approve the attached Second Amendment to the Non-exclusive Telecommunications and Network Management Services Agreement (the "Second Amendment") between Miami-Dade County (the "County") and NextiraOne, LLC d/b/a Black Box Network Services ("Contractor"). It is also recommended that the Board approve a change of ownership so as to allow NextiraOne to continue providing services under the existing management agreement.

MODIFICATION NO.: Second Amendment

PROJECT: Non-exclusive Telecommunications and Network Management Services Agreement (the "Agreement").

PROJECT NO.: Not Applicable.

PROJECT LOCATION: Miami International Airport ("MIA").

PROJECT DESCRIPTION: Provides for the operations, management, maintenance, service, support, equipment and supplies of certain telecommunications, data network, and shared airport tenant services infrastructure, and hardware and software systems for the Miami-Dade Aviation Department ("MDAD").

COMPANY NAME: NextiraOne, LLC d/b/a Black Box Network Services.

LOCATION OF COMPANY: 2800 Post Oak Boulevard, Suite 200
Houston, TX 77056-4311

COMPANY PRINCIPALS: Scott G. Christian, VP & GM, of Norstan Communications, Inc.
Fred C. Young, Officer & Manager of NextiraOne, LLC
Michael McAndrews, Officer & Manager of NextiraOne, LLC

HOW LONG IN BUSINESS: NextiraOne, LLC (f/k/a¹ Nextira, LLC) formed April 2001 by the acquisition and merger of two (2) existing companies. NextiraOne, LLC registered the trade name "Black Box Network Services" in the State of Florida in July 2006

¹ Formerly known as.

**PREVIOUS AGREEMENTS
WITH THE COUNTY:**

NextiraOne, LLC, is the current MDAD telecommunications manager under the existing Non-exclusive Telecommunications and Network Management Services Agreement at Miami International Airport. The contractor was the previous interim telecommunications manager pursuant to the Nonexclusive Telecommunications, Data Network, and Shared Airport Tenant Services Management Agreement, dated February 1, 2002.

**ORIGINAL AGREEMENT
AMOUNT:**

The present contract allocation is \$42,696,538.

CONTRACT TERM:

The term of the Agreement is for five (5) year period, with two (2) additional years at the County's options. Including extensions, the total contract term can not exceed seven (7) years.

**RECOMMENDED
MODIFICATION:**

1. Revise the "Telecommunications and Network Management Services Specification" (Exhibit A – Agreement)
2. Increase allocation by \$8,192,346.

JUSTIFICATION:

The Miami-Dade Aviation Department requires NextiraOne LLC, d/b/a Black Box Network Services to perform telecommunications, work related to Capital Improvement Program (CIP) construction projects, in order to meet critical scheduling constraints demanded by the North Terminal and South Terminal development projects. In order to open the facilities on schedule and avoid cost overruns, it is imperative to revise the existing "Telecommunications and Network Management Services Specification" (attached as Exhibit A). Furthermore, the expanded service requirements will require the existing allocation for this Agreement to be increased by \$8,192,346 to be spent through the remainder of the five (5) year term.

LIVING WAGE:

Not Applicable.

RESPONSIBLE WAGES:

Yes.

USING AGENCY:

Miami-Dade Aviation Department

PROJECT MANAGER:

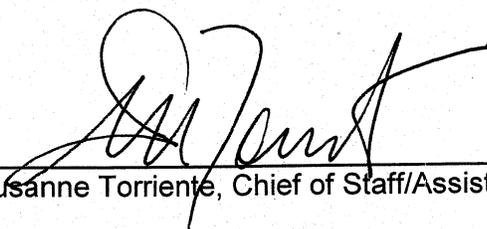
Pedro J. Garcia, Chief, MDAD Telecommunications

CONTRACT MEASURES:

4% CSBE goal.

**APPROVED FOR
LEGAL SUFFICIENCY:**

Yes.



Susanne Torriente, Chief of Staff/Assistant County Manager

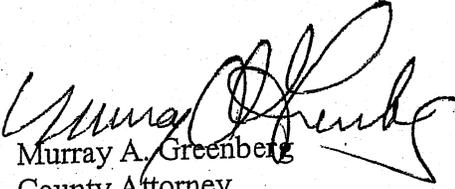


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: January 25, 2007

FROM: 
Murray A. Greenberg
County Attorney

SUBJECT: Amended
Agenda Item No. 8(A)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 8(A)(1)(B)
1-25-07

RESOLUTION NO. 19-07

RESOLUTION AUTHORIZING CHANGE IN OWNERSHIP AND SECOND AMENDMENT TO NONEXCLUSIVE MANAGEMENT AGREEMENT TO NEXTIRAONE, LLC D/B/A BLACK BOX NETWORK SERVICES FOR TELECOMMUNICATIONS, NETWORK, AND SHARED AIRPORT TENANT SERVICES AT MIAMI-DADE COUNTY AIRPORT SYSTEM FACILITIES; INCREASING ALLOCATION BY \$4,096,173 FROM \$42,696,538 TO \$46,792,711 AND OTHER RIGHTS INCLUDING CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to meet this need and accomplish the purposes outlined in the accompanying memorandum and documents, which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board authorizes: (i) a change in ownership and execution of the Second Amendment to the Nonexclusive Telecommunications and Network Management Agreement, with NextiraOne, LLC d/b/a Black Box Network Services which increases the contract allocation by \$4,096,173 for additional specifications and work included as Exhibit A to the Second Amendment and entitled "Telecommunications and Network Management Services Specification", subject to the same terms and conditions of the agreement; (ii) the County Manager or designee to execute documents for the change in ownership from NextiraOne, LLC to Black Box Network Services; (iii) the County Manager or designee to execute the Second Amendment and contract modification; and (iv) the County Manager or designee to exercise or enforce any provision of the agreement or the Second Amendment during said extension, including cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis Moss
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 25th day of January, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

dsh

David Stephen Hope

SECOND AMENDMENT TO NON-EXCLUSIVE TELECOMMUNICATIONS
AND NETWORK MANAGEMENT SERVICES AGREEMENT
WITH NEXTIRAONE, LLC D/B/A BLACK BOX NETWORK SERVICES

THIS SECOND AMENDMENT, to the Non-Exclusive Telecommunications and Network Management Services Agreement with **NextiraOne, LLC** (the "Second Amendment") entered into this _____ day of _____, 2006, by and between **Miami-Dade County** (the "County"), a political subdivision of the State of Florida, and **NextiraOne, LLC d/b/a Black Box Network Services** (the "Contractor"), a limited liability corporation authorized to do business in the State of Florida (collectively, the "Parties").

WITNESSETH:

WHEREAS, by Resolution No. R-33-04, passed and adopted January 20, 2004, the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), authorized a Nonexclusive Telecommunications and Network Management Services Agreement (the "Agreement"), for the provision of such services at Miami-Dade County airport system facilities between the Parties;

WHEREAS, on December 20, 2005, the County Manager approved pursuant to Administrative Order No. 3-38, the first amendment which modified article 16 of the Agreement entitled "County Expenditure Authority" relating to the expenditure levels authorized in the Agreement to be consistent with Administrative Order No. 3-38; and

WHEREAS, NextiraOne, LLC d/b/a Black Box Network Services, has agreed to perform additional services as specified below,

NOW, THEREFORE, in consideration of the premises contained herein, the Parties hereto agree as follows:

1. In Exhibit A, entitled "Telecommunications and Network Management Services Specification", Article 2, "Performance Standards and Detailed Requirements", subarticle 2.2.11, Project Management Services, section entitled "Service Levels, Requirements and Deliverables", page TS-54, replace the second and third paragraphs with the following:

At the request of the County the Contractor shall be capable of performing telecommunications infrastructure installations for new buildings, remodeling or additions to existing buildings, located on the airport property, including telephone, data network, wireless systems, public address system, airport Operational Systems, Building Management Systems, Life Safety, conduit and any telecommunications inside wiring and outside plant needed to support these or any other systems necessary to make the buildings operational, when these requirements are omitted or changed from the builder's original scope of work or if new requirements are identified since the original scope of work was prepared.

If, at the request of the County, the Contractor performs the work above, the County shall reimburse the Contractor for the approved cost of such work. Upon the request of the County and advice as to the Work to be performed by the Contractor, the Contractor shall manage same in accordance with the provisions stated in the Agreement.

2. The Parties hereby recognized and acknowledge the July 19, 2006 registration filing of the Contractor's fictitious name "Black Box Network Services" with the Florida Department of State (Registration Number: G06200900008)
3. Except for the aforementioned modification, and in all other respects, the Agreement shall remain in full force and effect in accordance with all other terms and conditions specified therein.
4. This Second Amendment shall become effective as of the date first written above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement to be executed by their respective and duly authorized officers, as of the day and year first above written.

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA a
political subdivision of the State of Florida

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
County Manager

(MIAMI-DADE COUNTY SEAL)

ATTEST:

NextiraOne, LLC
d/b/a Black Box Network Services

By: Donna M. Warner
Name: DONNA M. WARNER
Title: VICE PRESIDENT
Date: 10/5/06

(CORPORATE SEAL)



Approved as to form and legal sufficiency:

[Signature]
Assistant County Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement to be executed by their respective and duly authorized officers, as of the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA a political subdivision of the State of Florida

HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Manager

(MIAMI-DADE COUNTY SEAL)

ATTEST:

NextiraOne, LLC
d/b/a Black Box Network Services

By: Donna M. Warner

Name: DONNA M. WARNER

Title: VICE PRESIDENT

Date: 10/5/06

(CORPORATE SEAL)



Approved as to form and legal sufficiency:

Assistant County Attorney



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 19, 2006

BLACK BOX NETWORK SERVICES
2800 POST OAK BLVD, SUITE 200
HOUSTON, TX 77056

Subject: **BLACK BOX NETWORK SERVICES**

REGISTRATION NUMBER: **G06200900008**

This will acknowledge the filing of the above fictitious name registration which was registered on July 19, 2006. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES. Whenever corresponding please provide assigned Registration Number.

Should you have any questions regarding this matter you may contact our office at (850) 245-6058.

Reinstatement Section
Division of Corporations

Letter No. 806A00046218

P.O. BOX 6327 -Tallahassee, Florida 32314

APPROVED
AND
FILED

06 JUL 19 PM 4:34

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

Section 1

1. BLACK BOX NETWORK SERVICES
Fictitious Name to be Registered (see instructions if name includes "Corp" or "Inc")

2800 POST OAK BOULEVARD, SUITE 200
Mailing Address of Business

HOUSTON TX 77056 (PRINCIPAL)
City State Zip Code

3. Florida County of principal place of business: _____
MULTIPLE
(see instructions if more than one county)

This space for office use only

Section 2

A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary):

1. Last _____ First _____ MI _____
 Address _____
 City _____ State _____ Zip Code _____

2. Last _____ First _____ MI _____
 Address _____
 City _____ State _____ Zip Code _____

B. Owner(s) of Fictitious Name If other than an individual: (Use attachment if necessary):

1. NEXTIRAONE, LLC
Entity Name
 2800 POST OAK BOULEVARD, SUITE 200
Address
 HOUSTON, TX 77056
City State Zip Code
 Florida Registration Number M9800000221
 FEI Number: 76-0534950
 Applied for Not Applicable

2. _____
Entity Name

Address

City State Zip Code
 Florida Registration Number _____
 FEI Number: _____
 Applied for Not Applicable

Section 3

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate in accordance with Section 865.09, F.S., I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

[Signature] 6/30/2006
Signature of Owner Date

Phone Number: 724-746-5500

Section 4

FOR CANCELLATION COMPLETE SECTION 4 ONLY:
 FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:

I (we) the undersigned, hereby cancel the fictitious name _____
 _____, which was registered on _____ and was assigned
 registration number _____

Signature of Owner Date

Mark the applicable boxes Certificate of Status -- \$10 Certified Copy -- \$30
 NON-REFUNDABLE PROCESSING FEE: \$50

EXHIBIT A
**“Telecommunications and Network Management Services
Specification”**

2.2.11 Project Management Services

Project Management services shall include, but shall not be limited to:

1. Perform needs assessment, field surveys, and cost estimates
2. Oversee all work orders from start to finish
3. Design telecommunications systems to meet user requirements
4. Design Inside/Outside Plant and network changes and extensions
5. Provide MDAD with requirements for Building Projects
6. Coordinate installation of MDAD infrastructure and equipment
7. Competitively bid sub-contracts for execution of this work
8. Manage telecommunication construction related activities and coordination with related work contractors
9. Update MDAD as-built CAD drawings for the managed infrastructure

Hours of Operation

The Contractor's staff shall be available on-site to perform the services outlined in this section Monday through Friday except Holidays. Staff normal work hours (typically 8 am – 5 pm) shall coincide with the hours necessary for the nature of the work. The County shall not pay overtime for Work that would normally need to be done in the evening hours due to Tenant or MDAD operations.

Qualifications Requirements for Services

In addition to the requirements stated in herein, refer to Exhibit C for further Job Descriptions and Qualifications.

Service Levels, Requirements and Deliverables

New projects shall be on a work order basis, as approved in writing by the MDAD Project Manager or agent authorized in writing by the Project Manager. Each authorization shall be accompanied by a written scope of work, and conceptual drawing where appropriate. No projects are to be undertaken without this authorization.

In the case of new buildings where services do not exist, or additional services to existing buildings, the County shall either provide the Contractor with conduit or a suitable path to access the service demarcation point, or request the Contractor to provide such conduit at a cost approved in writing by the County.

If, at the request of the County, the Contractor provides the conduit, the County shall reimburse the Contractor for the approved cost of providing the conduit. Upon the request of the County and advice as to the Work to be performed by the Contractor, the Contractor shall manage same in accordance with the provisions stated in the Agreement.

Once a project has been authorized, the Contractor shall obtain required permits, execute and coordinate the design and estimate the cost of construction. On projects that involve only the telecommunications systems, the design shall be coordinated with MDAD IS&T Division. On multi-discipline projects this coordination shall include designers of other disciplines or other MDAD Divisions that may be involved in the project.

Design and estimating services shall be provided directly by the Contractor or under a sub-contract agreement with a qualified

telecommunications design firm. MAC or day-to-day operation of the system shall not be affected as a result of the Contractor's role in new projects.

- A. All design work performed under the awarded contract shall be in full compliance with MDAD, EIA/TIA, BICSI and other applicable standards. Drawing files for existing portions of the system shall be obtained from MDAD staff. These drawings shall be modified and supplemented as required to include the new work. These drawings are to be supplemented with specifications, standards and other information to form a competitive bid package for the work. In all cases, new Work shall be specified to be uniform with existing installations and equipment of similar nature at MIA. MDAD Telecommunications shall approve any deviation or changes in advance.
- B. Subcontractors shall only be used, subject to prior written approval from the Department, when the Contractor's existing work force is unable to perform project management services within established time frames.
- C. Where subcontracting is required, all new design packages shall be competitively bid by three (3) qualified telecommunications contractors. The Contractor shall conduct and manage this bid process in a fair and professional manner. Unless otherwise approved by MDAD Telecommunications, the Contractor shall accept the lowest responsive bidder in each subcontract category for execution of the work. If required by MDAD, the Contractor shall provide appropriate documentation to MDAD to verify the process. Use and MDAD Approval of Sub-contractor is conditioned upon compliance with County's Rates, Code, Permit fees and other requirements and charges.
- D. The Contractor shall supplement its workforce as necessary to provide construction administration services for authorized projects. This administration work shall include attendance of construction meetings, inspection of installed work, coordination with related work trades and resolution of issues that arise in the course of construction. All labor for performance of purchase order contracts shall utilize Contractor personnel who are not involved in normal operations, maintenance and MAC contract activity. Contractor shall ensure sufficient reserves of personnel are available for delivery of services and to manage backlogs.
- E. All projects shall be segmented into elements of design, bidding and negotiation, and construction administration services. The cost of this Work to the County shall be the sum of the lowest responsive subcontractor bids plus an amount not to exceed ten percent (10%) of the price of the subcontractor's work.
- F. The construction administration work for authorized projects shall include attendance of construction meetings, inspection of installed work, and coordination with related work trades and resolution of issues that arise in the course of construction.

- G. As-Built Documentation shall be maintained for all authorized projects. The Contractor shall revise existing drawings affected by or involved in a new project. These drawings shall be produced or modified in electronic form and delivered in both electronic and hard copy to MDAD IS & T. Where an existing drawing is involved, the Contractor shall obtain a current copy of the drawing in electronic form, incorporate revisions to the drawing and return the drawing to the MDAD as-built archive with a new revision level.
- H. All special projects shall be broken into elements of design, bidding and negotiations, and construction administration services. The cost of this Work to the County shall be the sum of the lowest responsive subcontractor bids PLUS an amount not to exceed 10% for Contractor's participation in the work. All such projects shall be authorized by purchase order and procured and paid for according to existing County procurement policies. Contractor personnel involved in special projects shall be separate from staff involved in normal operation, maintenance and move-add-change activities.
- I. **Penalties:** Five or more documented complaints in any given month from MDAD management or Users / Tenants regarding the responsiveness, or professionalism of Contractor's employees shall result in penalties being invoked. Penalties shall also be invoked if Contractor fails to complete the Work within the agreed upon Project Schedule, Refer to "*Penalties for Non Performance*" Article in the Agreement.

2.2.12 Marketing and Providing New Shared Airport Tenant Services

Hours of Operation

The Contractor's staff shall be available on-site to perform the services outlined in this section Monday through Friday except Holidays. Staff normal work hours (typically 8 am – 5 pm) shall coincide with the hours necessary for the nature of the work. The County shall not pay overtime for Work that would normally need to be done in the evening hours due to Tenant or MDAD operations.

Qualification Requirements for Services

In addition to the requirements stated in herein, refer to Exhibit C for further Job Descriptions and Qualifications.

Service Levels, Requirements and Deliverables

The Airport has Tenants that require services (both voice and data) for their on-going operation. The skills necessary to provide quotations, perform voice and data systems engineering, understand the physical cable (copper, fiber, wireless) plant, and provide for provisioning and coordinating the installation of these services, shall be required by the Airport. Contractor shall be responsible to:

- a. Provide engineering support to prepare quotations for service
- b. Maintain and track quotations in an Airport-provided tracking system
- c. Provide provisioning support to deliver services
- d. Coordinate with outside providers for extraordinary service items