



Verification of Availability
BW-10246 – Qognify Security Systems Maintenance
May 25, 2022

SBD is attempting to place a Small Business Measure on the subject solicitation. Please review this document to determine if your firm meets the requirements and is able to provide the requested good(s) and/or service(s). ***If your firm is interested, please include a copy of your firm's resume or list of projects or list 3 similar projects on the last page of this document.***

The deadline to respond to this Verification of Availability is 5:00 PM, Tuesday, May 31, 2022.

Tyrone White

Capital Improvement Project Specialist

Miami-Dade County Internal Services Department – Small Business Development

111 N.W. 1st Street, 19th Floor, Miami, Florida 33128

Phone: 305-375-2824 | Fax: 305-375-3160 | Email: twj@miamidade.gov

“Help stimulate Miami’s economy by supporting Small Businesses”

Please familiarize yourself with the Project Review Process Website:

<http://www.miamidade.gov/smallbusiness/projects-under-review.asp>

BW-10246 – QOGNIFY SECURITY SYSTEMS MAINTENANCE

APPENDIX A – SCOPE OF SERVICES

1. **Definitions and Interpretation** - as used in this Agreement and the Appendix, the capitalized terms set forth herein shall have the following meanings:
 - 1.1 The words “**Business Day**” to mean Monday through Friday, excluding federal holidays in the US.
 - 1.2 “The words **Business Hour**” to mean an hour that occurs on a Business Day during Standard Hours.
 - 1.3 The words “**Contractor Personnel**” to means CONTRACTOR’S certified technical personnel who provide maintenance services.
 - 1.4 The words “**Contractor Helpdesk**” to mean the first point of contact for the County to obtain maintenance services.
 - 1.5 The words “**Standard Hours**” to mean 8:00 AM to 5:00 PM (EST) on each Business Day, excluding federal holidays in the US.
 - 1.6 The words “**Documentation**” to mean the applicable specifications and user documentation accompanying the Products and provided by the Contractor (including without limitation any applicable and agreed upon the COUNTY IMS operating documentation).
 - 1.7 Intentionally Omitted.
 - 1.8 The words “**Error(s)**” or “**Incident(s)**” to mean a problem, occurrence or fault that causes a failure of the Products to operate substantially in accordance with the applicable Documentation under conditions of normal use. A non-conformity shall not be considered an Error if it results from: (a) the COUNTY’S use of the Products other than in accordance with the applicable Documentation; or (b) the COUNTY’S introduction of data into any data structures or tables used by the Products by any means other than in accordance with the applicable Documentation; (c) any third party software or third party equipment not authorized by CONTRACTOR in the applicable Documentation; or (d) any external factors such as network limitations, misconfiguration or any other use inconsistent with the requirements of the applicable Documentation.
 - 1.9 The words “**Extended Hours**” to mean twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.
 - 1.10 The words “**Hot Fix(es)**” to mean a software patch to address an Error.
 - 1.11 The words “**Hours of Support**” to mean the timeframe during which CONTRACTOR shall perform the maintenance services hereunder.
 - 1.12 “**Lifecycle Policy**” means the document published by CONTRACTOR from time to time and available on its website or the Self-Service Portal (as shared with the COUNTY), which sets forth the lifecycle of the applicable Products (<https://theq.qognify.com/sm-technical-documentation> or <https://community.qognify.com/>). The Lifecycle Policy may be modified or amended by the Contractor from time to time at its sole discretion.
 - 1.13 The words “**Lifecycle Products**” to mean the Product versions for which, pursuant to the Lifecycle Policy, the final date on which CONTRACTOR offers maintenance services (including technical support, help desk support, training and spare parts) has passed.

- 1.14 The words “**Maintenance Program Option(s)**” to mean the maintenance program option as specified in this Maintenance Agreement and the applicable Quote.
- 1.15 The words “**Major Release(s)**” to mean a new version of CONTRACTOR’s proprietary software that, in CONTRACTOR’s opinion, materially changes the overall utility or functional capability of the software and is represented by a change to the left of the decimal point in the version number of the particular software.
- 1.16 The words “**Microsoft Service Pack(s)**” to mean a patch or collection of patches issued by Microsoft to correct errors or defects in Microsoft applications.
- 1.17 The words “**Minor Release(s)**” to mean any modification or addition to CONTRACTOR’s proprietary software, that, in CONTRACTOR’S opinion, results in minor changes to the overall utility or functional capability of the software and may contain Error corrections. Minor Releases are represented by a change to the right of the decimal point in the version number of the particular software.
- 1.18 The words “**Named User(s)**” to mean, as applicable: (a) any individual who can log into a Product; or (b) the COUNTY’s supervisory and quality management personnel identified and authorized by the COUNTY to have access to the Products.
- 1.19 The words “**Next Business Day**” to mean the next Business Day during Standard Hours.
- 1.20 The words “**On Site Support**” to mean CONTRACTOR’s performance of maintenance services related to the Products installed at the County’s location.
- 1.21 The words “**On Site Response Time(s)**” to mean the period of time by which CONTRACTOR Personnel are to arrive at the location where a Product Error has occurred. On Site Response Times are measured beginning at the time that a determination is made that On-Site Support is required. On Site Response Times may be adjusted to coincide with the delivery of Repair Parts (to the extent applicable).
- 1.22 The words “**Product(s)**” to mean the situation management and video management software products listed on Appendix B attached hereto. All references in this Maintenance Agreement to purchases of Products are intended by the Parties to mean purchases of the licenses to the applicable software.
- 1.23 The words “**Production Environment**” to mean an operational environment used for the purpose of handling live interactions, data processing, or the County’s fulfillment activities (i.e., as opposed to a testing/lab environment).
- 1.24 The words “**Release(s)**” to mean, collectively, Minor Releases and Hot Fixes. Releases are available solely for the same number of licenses and for the current version of CONTRACTOR’s proprietary software purchased by the County from CONTRACTOR.
- 1.25 The words “Remote Support Coverage” to mean the period of time during which the CONTRACTOR Personnel are to provide Maintenance Services by phone or remote access to the Products via VPN, Webex, Teams, Zoom or any other similar platform or tools.
- 1.26 The words “**Self-Service Portal**” to mean the CONTRACTOR support web site: <https://community.qognify.com/> which may be updated by Contractor from time to time at its sole discretion. In the event the Self-Service Portal is updated as set forth herein, CONTRACTOR shall notify the COUNTY as soon as practicable.
- 1.27 The words “**Service Request**” to mean a user request issued by the COUNTY for information, services, or advice, or for a standard change, all as set forth under this Maintenance Agreement.

- 1.28 The words "**Severity Level**" to mean the classification of an Error, which shall be determined by the definitions set forth herein.
- 1.29 The words "**Solution**" to mean the particular combination of Solution Components, excluding any third-party software.
- 1.30 The words "**Solution Component**" to mean an individual Product contained within a Solution, but which can operate independently (e.g. Situators), excluding any third-party software products.
- 1.31 The word "**Workaround**" to mean a modification or a change in process for a particular version of the Products, which may be of a temporary or interim nature, to mitigate the effects of an Error.

2. Maintenance Services

- a. Subject to the terms and conditions set forth herein, CONTRACTOR shall provide the maintenance services described herein and in the applicable Quote (a copy of which is attached hereto as Appendix B) to the COUNTY with respect to the Products during the term of this Maintenance Agreement as set forth herein.
- b. Additional Products purchased by the COUNTY during the term of this Maintenance Agreement ("**Added Products**") shall become subject to this Maintenance Agreement on the date of Contractor's shipment to the COUNTY of such Added Products.

Does your firm understand this section? _____ Yes _____ No

3. Responsibilities of the County

1. To enable CONTRACTOR to successfully provide the maintenance services hereunder, the County shall, throughout the term of this Maintenance Agreement, and at no charge to CONTRACTOR:
- a. Assign certified designated personnel to perform the administrative duties described in the Documentation for the applicable Products ("**Administrator(s)**"). The COUNTY shall provide Administrators the credentials necessary to perform all required administrative tasks, such as: set-up and maintenance of Named User login IDs and passwords; alteration of welcome messages and announcements on the home page using the standard interface of the Products; and the scheduling of Named Users. Prior to performance of such duties, Administrators shall successfully complete the applicable Contractor training course(s) as required under this Maintenance Agreement, and any such supplements thereto that may be offered by Contractor from time to time. As reasonably required by CONTRACTOR, Administrators shall assist CONTRACTOR Personnel in troubleshooting problems with the Products.
- b. Assign a team (the composition of such team shall be at the discretion of the COUNTY), who shall perform the following tasks in connection with the maintenance services ("**Designated Contact(s)**") (a) successfully complete the same CONTRACTOR training requirements as Administrators; (b) after successful completion of such training, perform Triage Support as described in Section 3(c) below, and submit incidents or Service Requests as described in Section 3(d) below; (c) develop knowledge and understanding of the currently deployed Products; (d) accurately characterize problems and describe their business impact; (e) reasonably describe symptoms of problems; (f) provide background information leading up to problems; (g) describe the steps or actions taken to try and resolve such problems; (h) provide timely and accurate responses to CONTRACTOR requests related to the delivery of the maintenance services; and (i) provide timely feedback on fixes and recommendations.

c. Prior to submitting a Service Request, the Designated Contacts shall: (a) assist a Named User with usage of the Products or the Documentation; (b) identify and document a reported problem in the Products and the issues causing the condition reported by a Named User; and (c) commence troubleshooting the reported problem ("**Triage Support**"). As part of Triage Support the Designated Contacts shall: (i) document the reported problem; (ii) analyze or reproduce the reported problem or determine that the reported problem is not reproducible; (iii) resolve any Named User issue caused by an Error in the software for which CONTRACTOR has provided the needed support action to the Designated Contacts; (iv) identify and implement any Workarounds provided by CONTRACTOR Personnel; and (v) maintain contact information and be available as an escalation point.

d. Upon completion of Triage Support, should the Designated Contact be unable to resolve an issue reported by a Named User, the Designated Contact shall: (a) submit an incident or a Service Request; (b) track new incident or Service Requests; and (c) provide sufficient information to CONTRACTOR for CONTRACTOR to duplicate the circumstances (if possible) indicating a reported Error. Throughout the duration of the incident or Service Request, CONTRACTOR shall follow the County service processes and procedures as set forth in the applicable Support Model.

e. At all times, (a) ensure the physical and virtual security of the Products, including proper installation of new Microsoft Service Packs that have been verified by CONTRACTOR; and (b) in accordance with the Documentation and the written instructions of CONTRACTOR Personnel, the COUNTY shall (i) operate the Products, and perform administration relating to the Products; (ii) maintain the site(s) where the Products are installed; (iii) maintain third party servers and third party software used in connection with the Products; and (iv) perform routine database maintenance, including without limitation necessary backups.

f. When CONTRACTOR considers it necessary for the performance of the maintenance services hereunder, (at its sole discretion), the COUNTY shall promptly provide CONTRACTOR with remote access to the Products, consistent with the COUNTY's reasonable security requirements, and shall provide reasonable assistance and facilities as requested to expedite the performance of the maintenance services by CONTRACTOR. Such remote access shall be provided in accordance with the COUNTY's standard policies and procedures and through the COUNTY's standard platform.

4. Exclusions from Maintenance Services

- a. CONTRACTOR may, at any time, exclude from the maintenance services any Products or equipment that have been: (a) modified, repaired or serviced by anyone other than CONTRACTOR's Personnel, unless otherwise authorized by CONTRACTOR in writing; (b) subjected to unusual physical or electrical stress, whether such stress results from accident, neglect, misuse, failure of electrical power, air conditioning, humidity control, transportation, or any other cause other than ordinary use; (c) relocated from its place of installation, unless otherwise authorized by CONTRACTOR in writing; (d) connected to, or integrated with, any systems or servers not certified by CONTRACTOR to operate with the applicable Product, unless otherwise authorized by CONTRACTOR in writing; (e) any Product that experiences an Error resulting from the COUNTY's use of the Products or equipment other than in accordance with the applicable Documentation.
- b. CONTRACTOR may, at any time, exclude from the maintenance services provided hereunder any software that experiences an Error resulting from: (a) the COUNTY's use of the software other than in accordance with the applicable Documentation; (b) the introduction of data into any data structures or tables used by the software by any means other than contemplated by the applicable software

Documentation; or (c) the modification or servicing of the software by anyone other than CONTRACTOR Personnel, unless otherwise authorized by CONTRACTOR in writing.

- c. Maintenance services hereunder shall not be provided with respect to Lifecycle Products (in accordance with CONTRACTOR's then-current Lifecycle Policy (effective as of **August 1, 2020**) published on the CONTRACTOR Website <https://theg.qognify.com/sm-technical-documentation>).
- d. CONTRACTOR shall not perform any work external to the Products, such as electrical work or support of attachments to the Products or other devices connected to, or interconnected with, the Products (e.g., at the COUNTY network or third party equipment) that are not furnished by CONTRACTOR.
- e. CONTRACTOR's performance of maintenance services hereunder shall be excused in the following circumstances: (a) repairs which are impractical for CONTRACTOR to perform due to the connection of the Products or any part thereof to another device, or the inaccessibility of the Products or any part thereof; (b) installation of any software on the same server on which the software is installed, or the combination of any software with the Products, unless such software was provided or approved by CONTRACTOR in writing; or (c) the COUNTY's failure to meet any of its responsibilities set forth in this Maintenance Agreement. CONTRACTOR shall notify the COUNTY promptly following any of the events described in this Section 4(e) and CONTRACTOR's performance of maintenance services shall be excused until such failure has been cured.
- f. Deployment services (e.g. installation, field upgrades etc.) are not included under this Maintenance Agreement and if needed, they can be provided for an additional fee and subject to a separate Addendum or Statement of Work.

The maintenance services hereunder shall not include Tier 1 and Tier 2 maintenance and support services which shall be the responsibility of (and performed by) the COUNTY and its technical operational team. For purposes of this Maintenance Agreement, the term Tier 1 shall mean basic technical support services, including without limitation, general licensing and installation questions; camera support and basic configuration questions; basic troubleshooting and log collection. Tier 1 support shall be limited to support via phone, email and online chat only (excluding any remote access). For purposes of this Maintenance Agreement, the term Tier 2 shall mean advanced technical support, including without limitation troubleshooting errors; ability to diagnose logs provided by Tier 1 support and offer potential solutions. Tier 2 shall include the use of remote sessions where applicable to further diagnose the applicable issues. No third-party utilities shall be included under Tier 2 support (wireshark, SQLMS, cports, etc). For the avoidance of doubt, it is acknowledged and agreed between the Parties that CONTRACTOR shall not be required to provide any maintenance services, other than as specifically set forth in this Maintenance Agreement.

5. Eligibility for Coverage

. If the Parties agree to add any products to this Maintenance Agreement which were not, as of the date hereof, covered by a separate direct CONTRACTOR maintenance agreement, in addition to the COUNTY paying the current fees for maintenance services for such products, prior to the inclusion of such products under this Maintenance Agreement, the COUNTY shall pay for any labour, materials, adjustments and upgrades deemed necessary by CONTRACTOR to place such products in good operating condition. Any such products added to this Maintenance Agreement shall be deemed to be Added Products pursuant to Section 2(b) above.

6. Professional Services

Any professional services which are not specifically included in the maintenance services hereunder and which the COUNTY wishes CONTRACTOR to perform shall be at an additional cost to the COUNTY and shall be performed, if at all, pursuant a separately executed Services Agreement, Exhibit, a Statement of Work or any other supplemental document containing the applicable terms and conditions. The cost of any such professional services shall be based on CONTRACTOR's pricing policies and the applicable standard prevailing rates for such professional services.

7. Maintenance Services Description

- a. **Severity Definitions.** The COUNTY shall determine the Severity Level to be assigned to a particular incident or Service Request reported by the Designated Contact(s) to CONTRACTOR. Such Errors shall be classified in accordance with the chart below. Notwithstanding the foregoing, it is acknowledged and agreed that the Severity Level classification may be adjusted, in accordance with the chart below and the applicable categories, as the Parties work on the Solution Error reported.
- b. **Maintenance Services.** Subject to the COUNTY's fulfilment of its obligations as set forth in this Maintenance Agreement, the following services shall be performed by CONTRACTOR during the term of this Maintenance Agreement:
 - i. CONTRACTOR Helpdesk support shall be performed in accordance with the Hours of Support described herein.
 - ii. Upon CONTRACTOR's determination that a Service Request is related to an Error and such Error results in a Severity 1 or Severity 2 issue, such Error shall be worked on until the Products are restored to pre-Error functionality. Restoration may be in the form of a Workaround, a Hot Fix or, if necessary, a Minor Release.
 - iii. Incidents or Service Requests (all Severity Levels) shall be initiated by the COUNTY by contacting CONTRACTOR's Helpdesk (the instructions on how to log a ticket into the CONTRACTOR Support Portal, the Helpdesk telephone number and all the relevant information shall be set forth in the COUNTY Support Model).
 - iv. CONTRACTOR will collaborate with all the parties involved in accordance with the Support Model to facilitate a resolution of any issue reported as follows:
 - CONTRACTOR will work together with the COUNTY and other suppliers contracted to deliver services to the COUNTY, to share diagnostic information and investigation output to assist in the definition of the root cause of an incident, to assess the impact on any applicable IMS services and any necessary IT changes requests; and to enable service recovery to the COUNTY business.

Can your firm provide the maintenance services? _____ Yes _____ No

c. **Software Maintenance.** The following maintenance services for the Products software shall be performed by CONTRACTOR ("**Software Maintenance Services**"):

i. _____ Incidents Remote Support Hours Table.

Severity 1 Severity 2	Severity 3 Severity 4
Extended Hours	Business Hours

i. Software Call Back Response Times Table.

Call Back Response Time	Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Standard Support Program Objective	1 Business Hour	2 Business Hours	Next Business Day	Next Business Day
Enhanced Support Program Objective (to the extent applicable)	1 Hour	2 Hours	Next Business Day	Next Business Day

ii. Resolution Time-Table and Severity Level Definitions

Incident Severity	Severity Level Definitions	Incidents Resolution Timetable (SLA)	Target performance	Required Action/Escalation
Severity 1 (Critical)	<p>Any service failure with a potential safety impact in accordance with the Severity 1 requirements set forth below.</p> <p><u>IMS Specific Severity 1 Definition</u> An issue that results in a critical impact to a Solution or Solution Component, where there is complete loss of functionality of such Solution or Solution Component in a Production Environment, or if allowed to persist would result in such complete loss of functionality. No availability of a workaround. For example:</p> <ul style="list-style-type: none"> • A Solution or Solution Component that is down and will not restart; or • An issue that results in data corruption causing a failure of the Solution or Solution Component to process data, and where no workaround is available; or • An issue that results in loss of recording channels or data, or if allowed to persist would result in such recording loss. 			<p>CONTRACTOR will use all commercially reasonable efforts to provide a reasonable workaround (allowing to continue business operations) within the agreed SLA after CONTRACTOR learns of the problem. CONTRACTOR will provide qualified technical support as needed, to work on the problem continuously until it is corrected. CONTRACTOR will provide two (2) hour updates on progress from CONTRACTOR personnel using diligence efforts.</p> <p>If CONTRACTOR is unable to meet the aforementioned timeframes, CONTRACTOR's Vice President for Support will be notified and CONTRACTOR will further escalate its efforts to resolve the problem.</p>

<p>Severity 2 (High)</p>	<p><u>Definition</u> Major service, network or application failure where multiple users are affected and/or the impact to the business is significant in accordance with the Severity 2 requirements set forth below.</p> <p><u>IMS Specific Severity 2 Definition</u> An issue that results in a significant impact to a Solution or Solution Component, where such Solution or Solution Component experiences a partial loss of core functionality and certain functions become unstable, unusable or disabled, but the overall Solution remains operable, and no workaround is available. For example:</p> <ul style="list-style-type: none"> • An issue causing intermittent complete loss of functionality of a Solution or Solution Component, in a Production Environment; or • An issue that results in the failure of a significant functional Solution Component, causing such Solution Component to become inoperable; or • An issue resulting in the loss of the ability to retrieve calls, or the loss of replay functionality for two (5) or more workstations. 			<p>CONTRACTOR will use all commercially reasonable efforts to provide a reasonable workaround (allowing to continue business operations) within the agreed SLA after CONTRACTOR learns of the problem. CONTRACTOR will provide qualified technical support as needed, to work on the problem continuously until it is corrected. CONTRACTOR will provide four (4) hour updates on progress from CONTRACTOR personnel using diligent efforts.</p> <p>If CONTRACTOR is unable to meet the aforementioned timeframes, CONTRACTOR's Vice President for Support will be notified and CONTRACTOR will further escalate its efforts to resolve the problem.</p>
<p>Severity 3 (Medium)</p>	<p><u>Definition</u> Service, network or application failure where Low number of users are affected and/or the impact to the business is immaterial, in accordance with the Severity 3 requirements set forth below.</p> <p><u>IMS Specific Severity 3 Definition</u> An issue that results in a minor impact to a Solution or Solution Component causing diminished Solution response or performance that is non-critical to the COUNTY business, but does not qualify as a Severity 1 or a Severity 2 problem.</p>			<p>CONTRACTOR will use all commercially reasonable efforts to provide a reasonable workaround (allowing to continue business operations) to resolve each Severity 3 problem after CONTRACTOR learns of the problem, or within a shorter timeframe as the parties may otherwise agree. CONTRACTOR will provide qualified technical support as needed, to work</p>

				on the problem until it is corrected.
Severity 4 (Low)	<p>Definition Minor break in service - multiple or single user affected, in accordance with the Severity 4 requirements set forth below.</p> <p>IMS Specific Severity 4 Definition An issue constituting (i) a purely cosmetic error; or (ii) a Documentation anomalies.</p>			

It is agreed that the Incidents Resolution Timetable (SLA) mentioned in the table above covers only workarounds or configuration changes. It is acknowledged and understood by the Parties that any design changes or permanent solution are outside the scope of the SLA targets described above.

In order to allow the COUNTY the ability to receive the resolution time commitment as set in the Incidents Resolution Time Table above, a root cause analysis will be performed for each reported Severity 1 and Severity 2 failures and provided to the COUNTY five (5) working days after the incident has been resolved.

Notwithstanding anything contained herein to the contrary and for the avoidance of doubt, it is acknowledged and agreed that the SLA resolution time target shall apply only after CONTRACTOR receives the necessary information to complete the root cause analysis.

CONTRACTOR shall use its reasonable commercial efforts to ensure a Severity 1 failure that has been resolved through a permanent resolution shall not reoccur.

Notwithstanding anything contained in this Maintenance Agreement to the contrary and for the avoidance of doubt, it is acknowledged and agreed that the CONTRACTOR shall be under no obligation or commitment of any kind to meet or satisfy any resolution time targets or requirements. Any resolution time targets or requirements as set forth hereunder are based on reasonable commercial efforts by the CONTRACTOR to provide an applicable resolution or workaround as soon as practicable (following the completion of the applicable root cause analysis of the specific incident or failure). The COUNTY shall work together with the CONTRACTOR and cooperate in connection with any such root cause analysis and shall further provide the CONTRACTOR with all the relevant data and information, as may be requested by the CONTRACTOR in connection with the applicable incident and its resolution.

Can your firm provide the software services? _____ Yes _____ No

8. Service Reports

The following report will be provided by CONTRACTOR to the COUNTY on a monthly basis:

- Number of Backlog cases
- Number of Open Support Cases in the last 30 days
- Number of Close Support Cases in the last 30 days
- Cases that are opened for more than 30 days
- Resolution time

Can your firm provide service reports? _____ Yes _____ No

9. Service Requests

10. Software Maintenance Services

a. CONTRACTOR shall perform Software Maintenance Services in accordance with the Software Hours of Support set forth herein, and as applicable to the Severity Level assigned to such the applicable incidents and/or Service Requests.

b. CONTRACTOR shall provide the COUNTY with access to Major and Minor Releases, if and when such Releases are made commercially available by CONTRACTOR to its COUNTYs generally.

c. If the COUNTY requests that CONTRACTOR performs the installation of any Minor Releases, Hot Fixes and Workarounds outside the scope of the maintenance and support services under this Maintenance Agreement, such installation shall be at an additional cost and subject to the terms of a separate Statement of Work, Exhibit or any other supplemental document (the applicable fees will be based on CONTRACTOR's standard prevailing rates).

d. If the COUNTY elects to have CONTRACTOR install a Major Release, the COUNTY shall pay the fees required to implement such Major Release, and the COUNTY shall be responsible for any additional costs associated with such implementation, including, but not limited to, updating any third-party software required for the Major Release, such as any Microsoft server or workstation applications (including SQL server licenses), or any additional hardware (the applicable fees will be based on CONTRACTOR's standard prevailing rates).

Can your firm provide the software maintenanceservices? _____ Yes _____ No

11. Termination

a. The COUNTY acknowledges that any failure to pay the maintenance fees hereunder (which is not cured within 30 days from the date of receipt by the COUNTY of notice from CONTRACTOR with respect to such non-payment) will result in CONTRACTOR's maintenance and support of the Products solely on a time and materials basis and in some instances, at CONTRACTOR's sole discretion, suspension or termination of this Maintenance Agreement and the maintenance services hereunder. For the avoidance of doubt, it is agreed and understood that in the event of termination of this Maintenance Services Agreement by either Party, all outstanding payments by the COUNTY shall be due and payable to CONTRACTOR immediately on the effective date of termination hereunder.

b. Unless otherwise agreed between the Parties in writing, any re-initiation of maintenance services at a later date shall require the COUNTY to pay CONTRACTOR: (i) to update the software to the current version on a time and materials basis; (ii) its then-current rate for maintenance services for the applicable software; and (iii) the applicable re-initiation fee.

12. Maintenance Fees

In consideration for the maintenance services set forth herein, the COUNTY shall pay CONTRACTOR the fees set forth in the fee schedule attached hereto as Appendix B. The fees shall be paid on an annual basis and in advance of the maintenance services commencement date.

13. Warranties and Disclaimers

Each Party hereby represents and warrants that:

- (a) it has the full corporate power and authority to enter into and perform this Maintenance Agreement, and it knows of no contract, agreement, promise, undertaking or other fact or circumstance which would prevent the full execution and performance of this Maintenance Agreement; and
- (b) it is a corporation duly organized and in good standing in the country or state of its incorporation and in good faith is and fully intends to remain in compliance with all applicable laws, rules and regulations in the conduct of its business.

CONTRACTOR agrees to provide the maintenance services described herein in a professional and workmanlike manner. CONTRACTOR does not warrant that any Errors in the Products or software will be corrected. The COUNTY's request for any services that are beyond the scope of this Maintenance Agreement is not binding on CONTRACTOR unless CONTRACTOR agrees to provide such services. The maintenance services provided for in this Maintenance Agreement do not constitute a product warranty. Except as specifically set forth herein, neither Party makes any warranties, express, implied, statutory or otherwise, regarding the maintenance services provided herein or any Error corrections, fixes, Workarounds or upgrades relating thereto, and hereby specifically disclaims warranties of merchantability, fitness for a particular use or purpose, non-infringement and accuracy.

APPENDIX B – PRICE SCHEDULE

Appendix B – PRICING SCHEDULE

Please advise if your firm can provide the following good and/or service by placing yes or no in the appropriate box.

Miami Dade - Seaport

Summary for Standard Level Support term of 10/1/2022 - 9/30/2023

Description	Can you provide? (yes or No)
NICEVision Standard Support term of 10/1/2022 - 9/30/2023	
Qognify VMS Standard Support term of 10/1/2022 - 9/30/2023	
Hardware	

Summary for Standard Level Support term of 10/1/2023 - 9/30/2024

Description	Can you provide? (yes or No)
NICEVision Standard Support term of 10/1/2023 - 9/30/2024	
Qognify VMS Standard Support term of 10/1/2023 - 9/30/2024	
Hardware	

Summary for Standard Level Support term of 10/1/2024 - 9/30/2025

Description	Can you provide? (yes or No)
NICEVision Standard Support term of 10/1/2024 - 9/30/2025	
Qognify VMS Standard Support term of 10/1/2024 - 9/30/2025	
Hardware	

Summary for Standard Level Support term of 10/1/2025 - 9/30/2026

Description	Can you provide? (yes or No)

NICEVision Standard Support term of 10/1/2025 - 9/30/2026	
Qognify VMS Standard Support term of 10/1/2025 - 9/30/2026	
Hardware	

Summary for Standard Level Support term of 10/1/2026 - 9/30/2027

Description	Can you provide? (yes or No)
NICEVision Standard Support term of 10/1/2026 - 9/30/2027	
Qognify VMS Standard Support term of 10/1/2026 - 9/30/2027	
Hardware	

Miami-Dade Aviation Department

Summary for Standard Level Support term of 10/1/2022 - 9/30/2023

Description	Can you provide? (yes or No)
NICEVision Standard Support term of 10/1/2022 - 9/30/2023	
Situator Standard Support term of 10/1/2022 - 9/30/2023	
Hardware	

Summary for Standard Level Support term of 10/1/2023 - 9/30/2024

Description	Can you provide? (yes or No)
NICEVision Standard Support term of 10/1/2023 - 9/30/2024	
Situator Standard Support term of 10/1/2023 - 9/30/2024	
Hardware	

Summary for Standard Level Support term of 10/1/2024 - 9/30/2025

Description	Can you provide? (yes or No)
NICEVision Standard Level Support term of 10/1/2024 - 9/30/2025	
Situator Standard Support term of 10/1/2024 - 9/30/2025	
Hardware	

Summary for Standard Level Support term of 10/1/2025 - 9/30/2026

Description	Can you provide? (yes or No)
NICEVision Standard Level Support term of 10/1/2025 - 9/30/2026	
Situator Standard Support term of 10/1/2025 - 9/30/2026	
Hardware	

Summary for Standard Level Support term of 10/1/2026 - 9/30/2027

Description	Can you provide? (yes or No)
NICEVision Standard Level Support term of 10/1/2026 - 9/30/2027	
Situator Standard Support term of 10/1/2026 - 9/30/2027	
Hardware	

Miami-Dade Water and Sewer Department

Summary for Standard Level Support term of 10/1/2022 - 9/30/2023

Description	Can you provide? (yes or No)
Qognify VMS Standard Support term of 10/1/2022 - 9/30/2023	
Situator Standard Support term of 10/1/2022 - 9/30/2023	

Summary for Standard Level Support term of 10/1/2023 - 9/30/2024

Description	Can you provide? (yes or No)
Qognify VMS Standard Support term of 10/1/2023 - 9/30/2024	
Situator Standard Support term of 10/1/2023 - 9/30/2024	

Summary for Standard Level Support term of 10/1/2024 - 9/30/2025

Description	Can you provide? (yes or No)
Qognify VMS Standard Support term of 10/1/2024 - 9/30/2025	
Situator Standard Support term of 10/1/2024 - 9/30/2025	

Summary for Standard Level Support term of 10/1/2025 - 9/30/2026

Description	Can you provide? (yes or No)
Qognify VMS Standard Support term of 10/1/2025 - 9/30/2026	
Situator Standard Support term of 10/1/2025 - 9/30/2026	

Summary for Standard Level Support term of 10/1/2026 - 9/30/2027

Description	Can you provide? (yes or No)
Qognify VMS Standard Support term of 10/1/2026 - 9/30/2027	
Situator Standard Support term of 10/1/2026 - 9/30/2027	

Notes:

- Annual price increases contained in this Appendix B are based on five percent (5%) year-over-year price adjustment.
- Please note that in the event additional software licenses are purchased by the County, all prices contained herein shall be adjusted accordingly to reflect the additional software licenses.

Please note that in the event the execution of this Agreement is delayed (due to the County's internal approval process or for any other reason), the pricing information contained in this Appendix B shall rem

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

This questionnaire will assist SBD in identifying the qualified contractors that can provide the aforementioned good(s)/service(s). Indicate yes “Y” or no “N” on the empty line on the left side of this questionnaire and forward it completely filled out to this e-mail address:

twj@miamidade.gov or via fax (305) 375-3160 attention Tyrone White.

_____ PROPOSER (PRIME) has experience completing projects with a similar size and scope as this project, meets the requirements of the PROPOSER (if any) and can perform the work as required.

_____ PRIME **DOES NOT** have experience providing the required good(s) and/or services required by this solicitation.

I certify that to the best of my knowledge all the information provided is verifiable and correct.

Name of Firm: _____

Representative's Name: _____

Title: _____ Signature: _____

Please respond by **5:00 PM, Tuesday, May 31, 2022.**

Any questions feel free to contact me at (305) 375-2824.

PLEASE LIST YOUR FIRMS HISTORY OF SIMILAR PROJECTS, REASON(s) WHY YOUR FIRM DOES NOT MEET THE EXPERIENCE REQUIREMENTS (IF APPLICABLE) AND ANY COMMENTS YOU MAY HAVE ON THE NEXT PAGE

SIMILAR PROJECTS AS PRIME OR SUB- CONTRACTOR

Project Title: _____

Client Name: _____

Contact #: (____) ____ - ____ / _____

Contract Amount: \$ _____

Scope of Service(s):

Project Title: _____

Client Name: _____

Contact #: (____) ____ - ____ / _____

Contract Amount: \$ _____

Scope of Service(s):

Project Title: _____

Client Name: _____

Contact #: (____) ____ - ____ / _____

Contract Amount: \$ _____

Scope of Service(s):
