

DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. **1115D**
Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: **RQAV1900040**
 TERM OF CONTRACT: **7 Years**

Requisition /Project Title: **AOIS Maintenance and Support**

Description: Airport Operation Information System (AOIS) Maintenance and Support Renewal

Issuing Department: **AV**
 Contact Person: **Sylvia Novela**
 Phone: **305-876-7048**

Estimate Cost: **\$18,445,882.58**
 GENERAL FEDERAL OTHER
 Funding Source: **Operating Budget**

ANALYSIS

Commodity Codes: **204000** **205** **92004** **92045**

Contract/Project History of previous purchases three (3) years
 Check here if this is a new contract/purchase with no previous history.

EXISTING **2ND YEAR** **3RD YEAR**

Contractor: Amadeus

Small Business Enterprise: Advanced Total Systems (ATS)

Contract Value: \$18,426,498.89

Comments: Current Bid Waiver contract has a 13% SBE goal

Continued on another page (s): Yes No

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE		18%		

Basis of recommendation: In order to ensure the continued participation of small businesses for this service, during the first renewal contract in 2007, a 10% SBE goal was placed on the contract. In 2013, the SBE goal was increased to 13% when MDAD presented to the BCC the second renewal. After reviewing the small business participation for this renewal contract, MDAD is recommending a 18% SBE goal be placed on this renewal contract.

Signed: **Phillip A. Rincon** Date sent to SBD: **9/30/2019**

Date returned to DPM: _____

DEFINITIONS

- **AGREEMENT:** The Agreement and attachments hereto and part hereof entered by the County and the Contractor, including all its terms and conditions, attachments, exhibits, and amendments.
- **ALLOWANCE ACCOUNT(S):** Account(s) in which stated dollar amount(s) are included in the Agreement for the purpose of funding portions of the work which are unforeseeable at the time of execution of the Agreement, for adjustments of quantities, for unit price work items or for special work deemed desirable by the County to be incorporated into the Agreement performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the County.
- **AMENDMENT:** A written modification to this Agreement executed by Contractor and the County covering changes, additions, or reductions in the terms and conditions of this Agreement.
- **CODE:** The Code of Miami-Dade County, Florida.
- **COUNTY:** Miami-Dade County owns the Miami International Airport (MIA) and operates the Airport through the Miami-Dade Aviation Department.
- **DAYS:** Calendar days
- **DEPARTMENT:** Miami-Dade Aviation Department ("MDAD"), which is a department of Miami-Dade County and represented by and acting through its Director or his/her designee(s).
- **DIRECTOR:** The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the services.
- **DOCUMENTATION:** Is defined as all records, procedures, schematics, diagrams, and manufacturer and Contractor's manuals customized or created specifically for the County.
- **EFFECTIVE DATE:** The date that appears in the first paragraph of the Agreement.
- **FISCAL YEAR:** The period which commences on October 1 of a year and concludes on September 30th of the ensuing year.
- **MAINTAIN:** Preventive maintenance, repair or replacement, as deemed appropriate in Contractor's reasonable business judgment, of any installed equipment with the understanding that the Contractor will provide the labor and necessary tools and the County will supply the equipment.
- **NOTICE TO PROCEED:** A written notice to proceed issued by the Project Manager authorizing Contractor to proceed with the work described in this Agreement.
- **CONTRACTOR:** An independent firm, company, joint venture, corporation, partnership, or individual approved to oversee the operations of the AOIS.
- **PROJECT MANAGER:** The person designated by the Department to administer the terms and conditions of this Agreement documents on behalf of the County.
- **SERVICES:** Those services that Contractor shall perform in accordance with the terms and conditions of this Agreement as directed and authorized in writing by the County.

- **WORK ORDER:** A written order, authorized by the Director or designee, directing the Contractor to perform work under a specific Allowance Account, directing the Contractor to perform a change in the work that does not have a monetary impact, including but not limited to, extending the contract time without increasing the maximum contract amount.

TERM

The County hereby engages Contractor and Contractor hereby shall perform the work described in Exhibit A, "AOIS Technical Specifications", and agrees to operate and maintain the AOIS for a term of seven (7) years (the "Term").

INTRODUCTION:

- A. Contractor shall provide all services listed in the Technical Specifications attached as Exhibit A, as well pricing proposal as submitted herein.
- B. Contractor may be required, at the direction of the Department, to perform Additional Work. This work will be funded from the General Allowance Account in this Agreement. Contractor will diligently, upon written direction of the Department, perform such work in accordance with the requirements of this Agreement.

Compensation to Contractor

- A. The County shall pay to Contractor as consideration for operating and maintaining the AOIS and providing the services required herein, for the price as provided in Exhibit B, Schedule of Pricing.
- B. For the Term of the Agreement, the monthly O&M payment shall be the seven (7) year amount as provided in Exhibit B divided by eighty-four (84). The monthly payment shall be deemed to include all work required to operate and maintain the AOIS as specified in Exhibit A during each such month for the Term of the Agreement.
- C. Compensation to the Contractor for any Additional Work shall be made in conformance with these contract documents. The Contractor will be compensated for actual costs incurred in the performance of the Additional Work.
- D. In accordance with Miami-Dade County Code Section 2-8.8, as a condition of final payment under this Agreement, the Contractor shall identify all sub-consultants/subcontractors used for the Services, the amount of each subcontract, and the amount paid and to be paid to each sub-consultant/subcontractor.

Allowance Accounts

- A. Certain portions of work which may be required to be performed by the Contractor under this Agreement are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Agreement as a specific line item(s) entitled General Allowance Account.
- B. The General Allowance Account shall be used to reimburse the Contractor for the actual costs for furnishing all labor, materials, equipment and services necessary for modifications or Additional Work required to complete the Project because of unforeseeable conditions; or for adjusting quantities

specified in the Technical Specifications to conform to actual quantities installed resulting from changes in the Work.

- C. These values, if any, included in the Total Agreement Amount, are not chargeable against the Total Agreement Amount unless and until the Contractor is directed to perform work contemplated in the Allowance Account(s) by a written Work Order(s) issued by the County. Any unused monies in any allowance account shall remain property of the County.
- D. When work is to be performed under the Allowance Account(s), if any, the work shall be integrated into the Agreement as a part of the Contract as awarded.
- E. The Work Order for the required work will be issued by the County upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the County. Pricing shall be in accordance with the requirements for the Technical Specifications related to Additional Work.
- F. No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by amending the Agreement. No Work Order issued may modify the terms, conditions, or covenants of this Agreement unless subsequently approved by the Board of County Commissioners.
- G. At Agreement closeout, the Agreement amount shall be decreased to reflect unexpended amounts under the Allowance Account.

Contract Measure

This Agreement will adhere to all Miami-Dade County ordinances with special attention to all ordinances that relate to the Small Business Enterprise ("SBE") Participation program.

The following has been established according to the SBE program:

Contract Measure: XXXX

The Contractor is directed to and is required to adhere to the attached Miami-Dade County Florida, Small Business Development ("SBD") Division/Department of Regulatory and Economic Resources, SBE Implementing Order 3-41, included within this Agreement as Exhibit C which delineates the requirements of this County program and the requirements for attaining the SBE contract measure.

Commented [NS(1)]: We need to submit to Minority Affairs/SBD

Commented [TD2R1]: Will you handle this?

Commented [NS(3R1)]: yes

EXHIBIT A

Airport Operations Information System

TECHNICAL SPECIFICATIONS

ARTICLE 1 ABBREVIATIONS

AOA - Airfield Operations Area

AODB- Airport Operations Database

AOIS - Airport Operations Information System

AVD - Aerial View Display

BID - Baggage Information Display

COUNTY - Miami-Dade Aviation Department (The "Owner")

DDS - Data Distribution Server

DID -Destination Information Display

DVC -Display Video Controller

ESB - Enterprise Service Bus

FIDS - Flight Information Display System

GAC - General Aviation Center

GIDS - Gate Information Display System

HEAT - Help Desk Enterprise Automated Ticketing System

LCD - Liquid Crystal Display

LED - Light Emitting Diode

MIA - Miami International Airport

O&M - Operation and Maintenance

OEM - Original Equipment Manufacturer

MAC -Moves, Adds, or Changes

PC - Personal Computer

RM - Resource Manager

SID - Staff Information Display

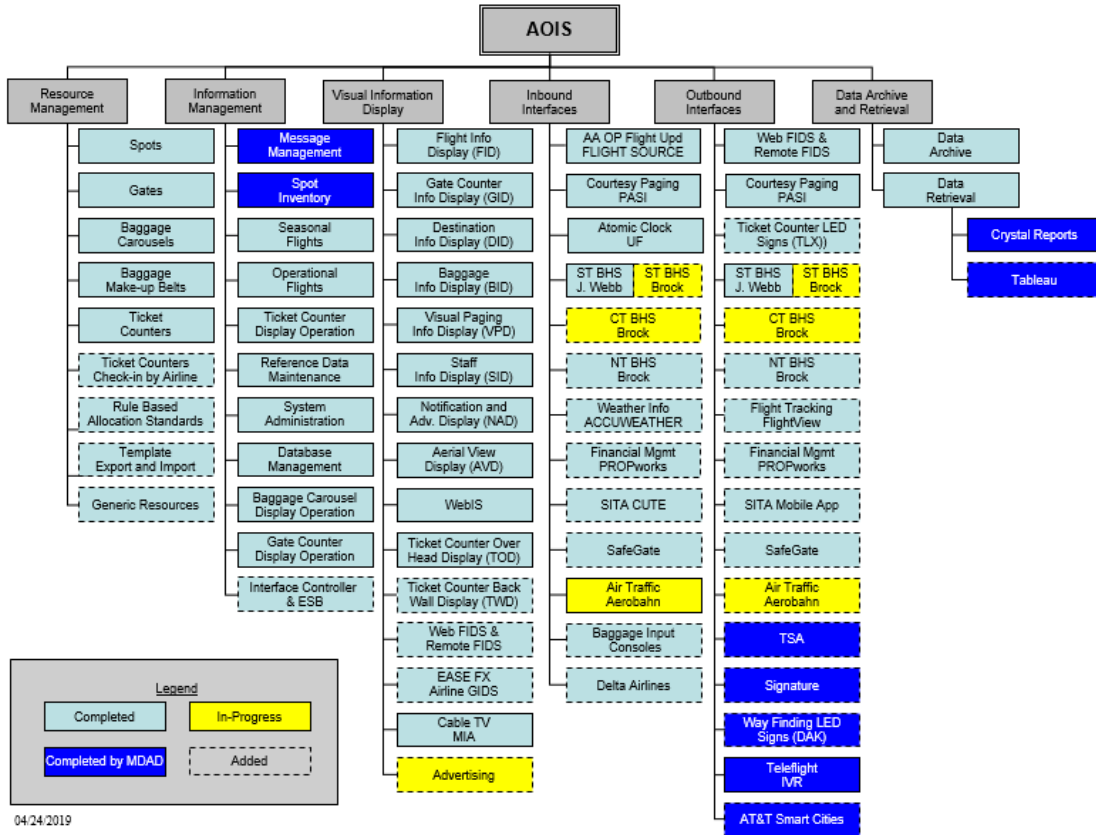
SLA - Service Level Agreement

WMS - Work Management System

SCOPE OF WORK

- A. The Contractor shall provide all labor and tools to operate and maintain the Airport Operation Information System (AOIS) at Miami International Airport, Miami, Florida, General Aviation Airports, Miami area hotels and the Port of Miami and other areas as deemed necessary. The County reserves the right to procure through this contract or outside this contract any non-proprietary AOIS related services or hardware required to maintain the AOIS.
- B. This Contract will be to furnish to the County detailed technical design, development, firmware, software, software licenses, installation, integration, implementation, training, user manuals and documentation, operation, support and maintenance services for the Airport Operation and Information System (AOIS), warranty, testing of the hardware and software, and all other items necessary or proper for, or incidental to, providing an operable and acceptable AOIS, including other related components, all in accordance with the Agreement.
- C. The Contractor shall provide expert on-site and off-site software system support including; First Level, Second Level, and Third Level support for hardware repair, system maintenance, and other facets of the AOIS system. The Contractor shall upgrade the County to the latest versions of the AODB, RM, DAR, ESB, FIDS, EASE-FX, AVD, VEEAM Backup Support (EASE-FX) and VMware ESXi Support (EASE-FX) and any other software package and/or solution not specifically named that is part of the current or upgraded AOIS solution at MIA at no additional cost to the County.
- D. The Contractor shall upgrade the County to the new versions at no additional cost to the County as soon as these software packages are available and deemed suitable by the County to replace/enhance the installed system. The new system must provide, at a minimum, the same functionality that the current system provides. Any new system must support all the operational functions that the current system supports. Contractor is responsible for any changes to the system to meet the same functionality that the current system provides.
- E. The Contract shall not be construed to create unto the Contractor any exclusive rights with respect to any of the County's airport systems owned or operated by the County. The County may in its sole discretion award any additional or similar services to any third party or the County may elect to perform all or a portion of the services by its own employees.
- F. The AOIS software currently consists of the following, but is not limited to:

Airport Operations Information System



GENERAL Operations and Maintenance (O&M) REQUIREMENTS

- A. The Contractor shall provide the County with on-site and on-call technical support for all the equipment and software installed as part of the 1115A, 1115C and 1115D AOIS contracts and out of scope items, as well as equipment procured by MDAD for the AOIS system.
- B. The Contractor shall maintain all equipment connected to the AOIS system regardless of procurement source.
- C. The Contractor shall provide support from and inclusive of the display device back to and including all servers within the AOIS system. This will include all software, hardware and firmware associated with the AOIS system regardless of procurement source.
- D. The Contractor shall provide competent, knowledgeable, first-level support field engineers. These field engineers must be fully trained by the Contractor and their original equipment manufacturer in first level - onsite maintenance of all installed AOIS system components. The Contractor shall have 100% of its staff factory trained and certified. For new hires after this contract is executed, the Contractor shall train new hires within three (3) months to ensure a competence level of Field Engineer. Such training and any subsequent training will be at the Contractor's expense. Contractor's new hires shall be approved by County's Project Manager.
- E. The Contractor will, at County's request, make available field engineers to assist with any work assignments needed to complete any task associated with the AOIS system. This would include but not be limited to, installation and maintenance, and repair and emergency activities such as hurricane preparedness measures. Amadeus will be responsible for completing these tasks for all AOIS related equipment, including hardware that was not purchased directly from Amadeus. Employees whose full salary is being paid under this contract are not permitted to work on projects outside the scope of this Contract.
- F. The Contractor agrees that the Agreement price includes, but is not limited to, all software and systems support, labor, overtime, insurance, travel to and from the job site, all salaries, overtime, benefits, subsistence/ living allowances, taxes, pensions, pagers, training, uniforms, telephone cost (land/cell), computers, printers, furniture etc., cost of logistics, shipping, tools to maintain site, and miscellaneous cost such as auto, parking fees, set-up, fines, business fees, compiling reports and daily trending analysis, test equipment, and Contractor's overhead and profit, the cost for all third party on-site and off-site report support charges, the cost for salary, overtime, air, hotel and any other expense associated with unplanned/emergency on-site visits by Contractor or 3rd party factory technicians to resolve an issue with the AOIS.
- G. The Contractor shall furnish all supervision, labor, tools, machinery, hardware, test equipment, materials, services, third party software and hardware support, and work such hours as agreed to herein to ensure compliance for the scope of work and SLAs stated herein.
- H. The Contractor shall provide staff to operate on-site 18 hours-a-day, seven (7) days a week, 365 days a year 18x7x365. Hours of on-site coverage shall be agreed upon prior to contract start date. Off-Site Systems Support shall be 24x7x365.
- I. The Contractor's service organization will provide support for the County and its users including dispatching resources in response to alarms, complaints, and requests for service. Activities are to be coordinated

through the County's IT Service Desk.

- J. The Contractor shall be the primary contact for MDAD IT Service Desk tickets associated with the installed System.
- K. Tickets that are found to be associated with an interface shall NOT be closed until a resolution is found. Contractor shall be responsible to work with the other party until the problem is resolved. Contractor shall be responsible for updating status on their assignment in HEAT (or equivalent County Trouble Ticketing/Reporting Software) for all such tickets and closing the ticket only when problem is resolved.
- L. The Contractor is required to:
 - 1. Meet the Service Levels for problem resolution and escalation as shown herein.
 - 2. Respond to requests for routine moves, adds, and changes for the AOIS users.
 - 3. Anticipate and be responsive to high call volumes during the peak travel times such as Thanksgiving, Christmas and technology roll-outs.
 - 4. Document and report operational metrics, including maintenance logs and make recommendations on improvements which may be required or warranted.
 - 5. Frequency of reports shall be monthly or as requested by the County, or its users. Upon analysis of these metrics, Contractor shall address and remedy any systematic problems or negative performance trends.
 - 6. Provide environmental maintenance of primary and back-up equipment rooms and all installed devices. Environmental maintenance is defined as keeping these areas free from trash, dust, dirt and water/moisture. The electronic equipment is sensitive and need to be kept in a clean, maintained environment. This shall be considered part of preventive maintenance.
 - 7. The Contractor shall be responsible to maintain the proper inventory of spares.
 - 8. The Contractor shall supply to the County all necessary documentation and any required access credentials to allow the Department to independently operate and maintain the AOIS. MDAD's lead technical staff and his/her back-up will be granted full Administrative rights to all the AOIS databases, servers, systems and devices. Selected staff will be given the same access to the MDAD servers and databases that the current Amadeus Technical Manager has. This access needs to include: all credentials (usernames and passwords) to the MDAD servers and databases, access to run scripts and processes needed for troubleshooting, maintaining or monitoring the system. The current Amadeus Technical Manager shall provide the MDAD AOIS staff with AOIS administration and maintenance training as needed and or requested.

PERSONNEL

- A. Operations and Maintenance services shall be performed only by competent personnel. The Contractor shall comply with the County's written requests regarding assignment of personnel.
- B. Contractor shall promptly transfer from the airport any employee or employees that the County advises are not satisfactory and replace such personnel with employees satisfactory to the County; but in no event shall the County be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- C. Contractor will abide by all Federal, State and Local regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964 as amended, and the Americans with Disabilities Act.
- D. Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. Persons employed by the Contractor shall provide and pass all required courses to secure a valid MDAD ID badge.
- E. Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on County premises prior to such employee having been tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the County, if requested.
- F. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenant, customers or other persons at Miami International Airport. The Contractor shall be responsible for ensuring that all articles found by its employees on County's premises are turned over to the County or the County's designated agent in charge of such articles.
- G. A valid Florida driver license (Commercial Drive license, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Miami International Airport. Each of the Contractor's motor vehicles brought onto the County's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle. The Contractor shall maintain all required AOA access and insurance to date for all employees and vehicles.
- H. While working on airport property all Contractors' employees shall wear neat- appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety

requirements, including and without limitation, the requirements of OSHA (Occupational Safety and Health Administration).

- I. Contractor shall provide personnel to operate and maintain the AOIS. The on-site Contractor's personnel provided will be trained by the Contractor on the software and interfaces installed as well as on maintenance for all AOIS hardware and software installed.
- J. The County reserves the right to request the Contractor to remove from the Contractor's staff, within three (3) days of receipt of written notice, any individual performing services under this Agreement, whose performance, behavior, or conduct is found unsatisfactory to the County or MDAD. The Contractor shall supply competent employees. The County may require the Contractor to remove an employee the County deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on County property is not in the best interest of the County. Any employee of the Contractor's staff in violation of the current Federal, State, and County security provisions shall be subject to immediate removal from the Contractor's staff assigned to perform the duties under this Agreement. If a license or certification is revoked, suspended or expired for any employee that is required to maintain a specific license or certification in order to perform his or her duties under this Agreement, the employee shall be subject to immediate removal from the Contractor's staff for this Agreement, and another employee with the required license or certification shall be tendered for MDAD approval.
- K. The Contractor acknowledges and agrees that the Contractor, its Subcontractors, and all employees are subject to all Federal, State, and Local laws. As required by an employee's assigned duties, the employee must be eligible for applicable Federal, State, and Local clearances and certifications including but not limited to, the Transportation Safety Administration, Customs and Border Protection, Department of Homeland Security, and Immigration and Naturalization Services.
- L. The Contractor shall require that any employee performing services under this Agreement who is arrested on-duty or off-duty shall within a reasonable amount of time, not to exceed three (3) calendar days, notify the Contractor, who will immediately notify the Project Manager. Failure to notify the Project Manager of an arrest shall result in administrative action up to and including the removal of said employee from the Contractor's staff for this Agreement. In addition, the employee can lose access to secured areas of the Airport in accordance with applicable Federal, State, and Local laws.
- M. Contractor's on-site employees shall not engage in any type of activities for the provision of services outlined in this Agreement to entities other than MDAD and the customers of the Department during said working hours under this Agreement. The employees shall be dedicated totally and solely to the fulfillment of the Contractor's obligations at the Airport required by this Agreement during said working hours. Except as may be required by law, the Contractor and its employees, agents, Subcontractors and suppliers shall not represent, directly or indirectly, that any product or service provided by the Contractor or such other parties has been approved or endorsed by the County.

RESPONSIBILITY FOR EQUIPMENT

The County shall not be responsible for any damage to persons or property because of the use, misuse or failure of any equipment used by Contractor or by any of its employees or representatives, even though such equipment may be furnished, rented or loaned to Contractor by the County or its Users or representatives.

STAFFING PLAN

- A. The Contractor shall provide on-call capability for 24 hours per day, seven (7) days per week 365 days per year. This 24/7/365 support requirement includes expert 3rd level support from outside vendors such as Oracle, SafeGate, SAP Business Objects for all core software. To maintain the Service Level stated below the Contractor shall maintain:
- Project Manager- One (1)
 - Technical Manager - One (1)
 - Technical Manager Support – One (1)
 - Site Administrator/Office Manager-One (1)
 - Field Engineer - Seven (7)
 - Field Technician – One (1)
- B. If a Contractor's employment position becomes vacant and the Contractor does not fill the position in thirty (30) days from the date of the vacancy, the County shall receive a credit for such salary and until the said position is filled.
- C. The Contractor shall present staff changes to the County for approval before any staffing changes are implemented.
- D. Prior to the beginning of each month, the Contractor shall provide the County with its upcoming months work schedule. This schedule shall list employee's name, date and hours each employee is scheduled to work throughout the month.
- E. In the event of illness or staff changes, the Contractor shall adjust shift time, utilize one of its national technicians or transfer resources from other projects until local manpower coverage is normalized at no additional cost to the County.

CONSUMABLES, REPLACEMENT PARTS and SPARES

- A. The Contractor is responsible for maintaining all equipment deployed in the field, including but not limited to, DVCs, LCD, LED, etc. and ensuring that they are always in proper working order.
- B. The Contractor shall rotate in a working item from Spares when production equipment breaks down.

- C. Labor and cost associated with shipping and receiving repaired parts shall be at the expense of the Contractor for equipment under extended hardware warranty with the Contractor.
- D. The Contractor shall be responsible for maintaining the inventory in accordance with the terms stated herein including time remaining under warranty.
- E. The Contractor shall be responsible to advise the County, before spares inventory is depleted, if additional spares are required.
- F. The cost for any parts and/or equipment necessary to be purchased by the Contractor shall be reimbursed through the general allowance account. The Contractor shall submit separate invoice(s) for any parts and/or equipment purchased by the Contractor. The Contractor shall not be allowed a percentage mark up on invoices for these spare parts and equipment. The Contractor shall obtain competitive quotes from at least three suppliers for all parts not identified as "sole source." The Contractor shall submit the solicited bids to the County for approval or rejection. Parts must be purchased from the vendor providing lowest cost for parts that meet the Original Equipment Manufacturer's specifications.
- G. The Contractor shall update and maintain inventory records of all installed, retired and spare equipment that is part of the AOIS

SERVICE LEVELS OVERVIEW

- A. Service Levels stated herein define the minimum levels that Contractor shall deliver to the County and its Users during the maintenance period.
- B. The service levels and escalation procedures may be modified by agreement of both parties throughout the term of the maintenance period.
- C. Contractor shall provide Operations and Maintenance Plan (O&M Plan) as provided in **Exhibit X detailing** how the service levels shall be met. The O&M Plan shall detail how the IT Service Desk tickets will be handled, how technicians will be assigned and dispatched, how reports of repairs will be recorded, and how they will be monitored.
- D. Any failure caused by malfunction of an interfaced system or associated third party network communications are excluded from these Service Levels. However, all such problems shall be assigned to Contractor for "Ownership" until the problem is resolved.
- E. The procedures, tools, reports and structures used to meet these Service Levels shall be open for audit and detailed inspection at any time by the County, or their representatives.
- F. All times stated herein shall be Eastern Standard Time and all display systems must comply with Daylight Savings Time (DST) if applicable.

REQUIRED SERVICE LEVELS

- A. During the on-site support hours, the required response time for all IT Service Desk calls will be ten (10) minutes from the time the IT Service Desk calls the Contractor to the time that the Contractor calls the IT Service Desk back. Immediate assistance will be given to MDAD IT Service Desk to resolve AOIS problems per the service levels defined herein.
- B. 99.9% of all workstations, display devices and associated network and gateways defined as the responsibility of the Contractor that can be resolved by level-one support shall be resolved within the service levels herein.
- C. All tickets and associated resolution times shall be recorded by the IT Service Desk and the percentage shall be measured over each calendar month.
- D. An end-user device shall be considered available only if all components are operating and fully functional. The availability of any individual workstation shall be at least 99.9%.
- E. The priority for restoration of service failures shall be servers followed by critical interfaces and finally end-user devices.
- F. The above measurements of availability for Contractor shall only be based on events within Contractor's control and with due consideration for the service level requirements contained in this Agreement. If the measured item is not available due to reasons outside of the Contractor's control, such as but not limited to problems with the wide area network, local area network, and or operator error, such non-availability shall be excluded from the measurement of availability of the above items.
- G. During off-site service hours, telephone response to the first page or call will be made within 15 (fifteen) minutes. Initial dial-in or travel to MIA in an attempt to resolve the ticket as described above will be within 30 (thirty) minutes.

SERVICE LEVELS REVIEW

- A. The Service Levels shall be reviewed not less than twice each year by the County, its users and Contractor and may be modified (in writing) if mutually agreed upon.
- B. Operational times may vary with the seasonal schedule changes and the County will give one month's notice to Contractor of such changes in advance.
- C. The Service Levels shall also be reviewed if the County or its User's business or operational requirements change.

SUPPORT LEVELS AND ESCALATION

- A. First Level Support
 - 1. During the on-site support hours, the Contractor shall respond to trouble calls reported within ten (10) minutes from receipt of call from the MDAD IT Service Desk.
 - 2. The Contractor will investigate the trouble reported and make best efforts to correct the problem within

thirty (30) minutes from initial response.

3. In the event they are unable to correct the problem in thirty (30) minutes the Field Engineer or Technical Manager will immediately contact the Contractor's Second Level Support for additional assistance. The Amadeus Technical Managers are considered part of 1ST level support.
4. The Contractor will call the County's IT Service Desk and update the trouble status and the ticket. The Contractor will remain the owner for all such tickets and follow-up daily providing reports as required.
5. When the problem is resolved and verified, the Contractor will call the MDAD IT Service Desk or through direct access close the ticket.
6. A statement of the corrective action will be provided in the description before a ticket is closed.

B. Second Level Support

1. Initial local escalations will be generated by either the Field Engineers or the on-site Technical Manager monitoring open service calls.
2. If first level on-site support cannot resolve a problem within thirty (30) minutes, or if the problem is found immediately to be not within first level support capability as may be determined by the County, the ticket will be escalated to Second Level Support.
3. In the event Second Level Support is needed, the on-site Field Engineer will contact the appropriate Contractor headquarters' help desk line.
4. Once a critical issue is reported to the Contractor's help-desk line, a Support Engineer will respond to all inquiries within ten (10) minutes to begin the investigation process on the problem reported.
5. This engineer is responsible for documenting all information related to the problem.
6. Once a solution is found for the reported problem, it is tested and implemented to correct the problem at the site.
7. After implementation, the resolution is documented for future reference and tracking purposes.
8. At second level, if required, the Contractor will dispatch the appropriate technical support personnel to the trouble location to assist Contractor on-site service provider if necessary.
9. The Contractor's on-site Field Engineer and Technical Manager will remain directly involved in the trouble resolution, providing the second level support or the Contractor personnel with on-site assistance, while updating the IT Service Desk and airport management with repair and activity status using, telephone, email or cell phone.

C. Third Level Support

1. If the problem is not resolved within ninety (90) minutes, it will be elevated to Third Level Support.
2. Third Level Support combines factory software developers, project managers and on-site and off-site

contractor technical support staff.

- D. The Contractor shall ensure that proper coverage will always be achieved in the support and maintenance for Miami International Airport General Aviation Airports, Miami area hotels and the Port of Miami, or any future location. In the calculation of the Service Level Agreements (SLA) and response time, off-airport sites will not be used in the calculations.

CHANGE MANAGEMENT OVERVIEW

- A. All installed System Changes will be mutually agreed upon by the County and Contractor.
- B. For Contractor/OEM initiated planned changes; at least seven (7) days' notice will be given to the County and each affected airline's station manager or designated representative. However, it is acknowledged that the parties will work together to develop a plan to expedite non-critical, non-platform changes.
- C. All planned changes are to be undertaken during the MDAD approved maintenance window, unless the County gives prior approval.
- D. Unplanned changes will only be undertaken if the County and its Users insist or agree that the work is essential to the operation and cannot be deferred, or, without notification to restore service availability.
- E. Installation of additional equipment, which affects other devices, shall be undertaken during off-peak hours.

SITE CHANGE MANAGEMENT PROCESS

- A. The Contractor customer support group shall follow the site change management process when performing planned "Live Site" upgrades and updates.
- B. System and User Application Changes - The definition of System upgrades/updates is any platform change that has the potential of affecting the operation of the entire system or all participating users.
- C. County approval is required for additions or modifications to the system including end-user devices.
- D. The Contractor may, from time to time, receive change requests from several different entities (e.g., Individual Airline, Application Provider, County, etc.). Upon receipt, the Contractor shall present the request to, and consult with the Project Manager or designee regarding any required approval, testing and update/upgrade scheduling. Change requests may also be the result of platform updates or bug fixes identified internally within the Contractor's organization.
- E. The Contractor's configuration management team will then notify the on-site support staff of all the updates and/or bug fixes that have been tested and certified and are available for deployment.
- F. Change Category- A determination of whether the change request has the potential of affecting the successful operation of the entire system or a routine update/upgrade for an individual application or configuration.
- G. Lab Test and Risk Analysis - All change requests will be first performed on the Contractor or MIA Support Test

Lab system to verify the operational status, assess the potential risk to the system and develop install/upgrade procedures. If the change test and verification process is not successful, the requester will be notified of the rejection and must correct the issue and resubmit the request.

- H. User Application Change Request - Upon successful internal testing and verification, the change will be scheduled. The Contractor shall coordinate with their on-site Contractor engineering personnel, for update and testing. The Contractor shall generate and provide a written procedure, for the on-site service personnel, which will instruct them on performing the necessary change/update.
- I. Installation and Activation - The Contractor shall install and activate the change request. In some cases, the on-site Contractor engineering personnel may perform the installation and activation. All change procedures shall include the requirement for saving the previously functioning application/configuration backup information in the event a "Fallback" is required.
- J. On-site Test and Verify - The Contractor shall work with the on-site personnel to ensure the successful operation of the applied changes.
- K. Change Acceptance - If the test and verification process is not successful then a "Fallback" to the previously working application/configuration will be performed and the requester notified of the failure. Successful acceptance will be after all involved parties agree that the applied change request is operating "as expected".
- L. Site Documentation - The Contractor shall maintain a record of all changes and approvals.
- M. Notification - Once the requested site change is complete it is incumbent upon the Contractor customer support group to notify, via email, the requesting party and/or Contractor internal configuration management team.
- N. System Change Request Branch - All System changes are managed under the same process guidelines as user applications. The exception is that a higher level of coordination and planning is required. It is imperative that major system change request notification be coordinated with County's Information Systems and Telecommunications Division, on-site service providers and Contractor's second and third level support. This will ensure that all parties are aware of the details of the change, anticipated user impact, change schedule and completion status. Once all parties involved know this information, and approval has been received, the necessary changes and or updates shall be performed.
- O. No contractor modifications or system rollouts or upgrades are to be done without a proper change request form submitted by Contractor to County for approval.

HARDWARE IMPLEMENTATION ASSISTANCE AND MAINTENANCE

- A. The Contractor shall make available field engineers to assist and lead facility wide implementation in addition to maintenance responsibilities. This would include the installation and integration of AOIS equipment such as DDS, DVC and associated hardware such as LCD monitors and the integration of LED displays. Finally, the Installation of FIDS (flight information), GID (gate information), DID (destination information) and other displays airport-wide are included under this plan.

- B. The Contractor shall use MDAD provided spares to maintain equipment on site. These spares include DVCs, RM Workstations, IM Workstations and monitors that were procured by MDAD. Also included are keypads, keyboards and mice and related peripherals.
- C. Quantities in this Agreement for extended warranty and maintenance are estimates based upon current contractual installation requirements. Each item is individually priced and can be adjusted on a per item basis if quantities change.
- D. The Contractor shall insure that all associated equipment for the AOIS is maintained, cleaned and inspected as per Manufacturer's recommended practices and good engineering practices including regular inspection, servicing, and cleaning of both the equipment and immediate surrounding area.
- E. The Contractor shall maintain maintenance records that can be reviewed by the County upon request that shows equipment location, in-service dates, remaining warranty and status as well as maintenance performed and dates of maintenance.
- F. The Contractor shall provide expert on-site and off-site software system support including on-site first level software support for hardware repair and AOIS system maintenance.
- G. All field engineers are trained and shall be certified by the Contractor. Second and third tier support is provided by the Contractor's corporate office, which includes engineers, developers. Third level support also includes system specialists and factory access such as Oracle, Safegate SAP Business Objects.
- H. The Contractor shall provide operations and maintenance for all the MDAD owned remote FIDS equipment.
- I. The Contractor shall provide operation, maintenance and support for the "Cashier" hardware.
- J. No equipment swapping will be allowed without prior approval from the County.

INVENTORY MAINTENANCE

- A. All equipment and spares shall be tagged with MDAD asset tags.
- B. All equipment shall be identified by serial number, MDAD asset tag number and location.
- C. The Contractor shall maintain an inventory of all items including those that were scrapped or disposed of with details of each transaction.
- D. MDAD tags shall not be re-used, that is tags shall be used only once and the serial number shall be unique in the inventory database.
- E. Technicians replacing faulty items with spare units shall ensure the information is changed in the master inventory list therefore maintaining the integrity of the installed inventory database.

PREVENTIVE MAINTENANCE

- F. Preventive maintenance shall be completed on a monthly schedule. The schedule shall be planned and entered the Preventive Maintenance section of the activity log. Sets of equipment shall be identified by geographical location and system address where applicable. Each month's completed Preventive Maintenance Logs shall form part of the monthly report submitted to the County with the Contractor's pay application.
- G. An inventory shall be maintained of all AOIS equipment installed. The inventory shall show device type, MDAD asset tag number, equipment serial number, location and its condition (good, deteriorating, needs replacement). Both on-site and off-site inventory will be updated every three (3) months and a written report shall be given to the County.
- H. Devices identified as 'deteriorating' and 'needs replacement' shall be brought to the attention of the County in writing.
- I. Hardware or software problems reported per month shall be on average no higher than three percent (3%) of the total number of AOIS workstations and devices in MIA. Contractor will actively work with vendors to resolve repeat issues.
- J. No individual component of a workstation or device will have more than three (3) problems reported against it in any given month. Contractor will actively work with vendors to resolve repeat issues associated with workstations or devices experiencing more than three problems a month caused by hardware or software issues. Where such consistent problems continue, related to a hardware component, the County reserves the right to request that the hardware be replaced.
- K. Preventive Maintenance shall only be carried out in such a way that it will not disrupt County/User's operation.

MANAGEMENT OF DATABASES, OPERATING SYSTEM, AND STORAGE SPACES:

As part of this Agreement the Contractor shall be responsible to perform the following:

- A. Ensure that databases and application servers are backed up to transportable media to an off-site location of the County's choice.
- B. Maintain a master loadable copy of all operating systems and applications.
- C. The Contractor shall inspect all databases and application servers and related logs daily. The Contractor shall proactively maintain the databases inclusive of latest releases and patches.
- D. Follow established procedures for management of the server operating system and storage space.

WORKING WITH MDAD DEPARTMENTS:

The Contractor shall work with designated Airport Staff on various levels of support, including working to

resolve the IT Service Desk tickets.

INVENTORY UPDATES

- A. The Contractor shall keep the master list of all installed and spare equipment current throughout the duration of the Agreement.
- B. The Contractor shall send a current updated copy of the master inventory list on the first day of every quarter in Microsoft Excel format.

MONTHLY REPORTS

The Contractor shall produce monthly status reports as requested by the County.

FAULT REPORTING:

The Contractor shall produce status report on open issues and unresolved bugs and any other report as requested by the County.

TERMINATION ASSISTANCE

- A. If Agreement or any maintenance portion thereof is terminated for any reason, the Contractor shall provide the County with all necessary assistance to allow the Services to continue without interruption or adverse effect on the County, airlines, and to facilitate the orderly transition of Services to the County or its designee.
- B. At no additional charge to the County, the Contractor shall assist the County to develop a plan for the transition of all the Services from Contractor to the County or its designee on a schedule reasonably designated by the County.

EXTENDED WARRANTY

- A. The extended warranty covers all costs associated with the correcting of a defective item including repair, labor, replacement, packaging and shipping costs to the point when the corrected item is received and inspected at MIA.
- B. The warranty shall allow for replacement or repair at the discretion of the County.
- C. If due to commercial unavailability, faulty equipment cannot be replaced, the Contractor shall propose a substitute of equal or better capability, form and fit at no additional cost to the County. The County will test and accept the substitute.

SOFTWARE EXTENDED WARRANTY

- A. The warranty includes software updates to repair faults and upgrades to comply with publisher's new releases.
- B. If faulty software cannot be corrected, the Contractor shall propose a substitute of equal or better capability, functionality and user interface at no additional cost to the County. The County will test and may accept the substitute.

BASIS OF PAYMENT

- A. The Contractor shall invoice monthly.
- B. A separate invoice is required for each month.
- C. Invoices shall be numbered sequentially.
- D. The Contractor shall be paid in monthly installments for the services rendered during that month per unit prices found in Exhibit B - Schedule of Pricing.
- E. It is understood that monthly amounts will vary from month to month to reflect items running out of original warranty and starting extended warranty.
- F. Invoicing against the "General Allowance Account" shall be from approved work orders.
- G. Any new installation work performed between the hours of 0001 and 0559 shall be deemed premium time and will be paid at the standard rate of one and one-half (1.5) times the current contracted rate.

MONETARY PENALTY

The County shall impose a monetary penalty on the Contractor for; failing to achieve the required service levels, non-responsiveness or failure to complete scheduled MAC (Move, Adds, Changes) work within the designated time schedule, and other performance measurements as more fully described below:

	Performance Measurement	Penalty Summary
1	Failure of Contractor to meet the monthly service levels as stated herein.	Contractor shall credit the County at a rate of \$500 per incident.
2	Failure of Contractor to resolve or implement an MDAD approved Work-around within four (4) hours from notification and approval from MDAD of critical or major problems.	Contractor shall credit the County at a rate of \$2,500 per day for every critical or major classified problem related to AOIS that is either not resolved or implemented and does not have an MDAD approved workaround within four (4) hours of the problem.

3	All projects, MACs, new installations, or provisioning shall be completed per the mutually agreed upon schedule and or the time frame if specified in this Agreement. If completion is not within ten percent (10%) of the schedule/goal, penalties will be invoked.	Missed deadlines that are within the control of the Contractor, will be assessed by the County. Contractor shall credit back County at a rate of \$500 per day in the event Contractor does not complete the work within ten percent (10%) of the agreed upon schedule/goal.
4	Three or more documented complaints in any given month from MDAD management or Users/ Tenants regarding the Contractor's responsiveness, or ability to complete restoration in a timely manner shall result in penalties being invoked.	Contractor shall credit the County at a rate of \$250 per incident.

The Parties recognize that the extent and calculation of damages may be difficult to ascertain, therefore, they agree that penalties in the amount stated are reasonable and is in lieu of all other remedies.

All performance measurement penalties shown above shall be cumulative. The cumulative amount of all performance measurement penalties shall not exceed \$125,000 per calendar year. The monetary penalties shall be deducted from the Contractor's invoice amount for the month. These monetary penalties shall not apply to the Contractor's invoice amounts that are attributable to third party intervention, or any external events outside the Contractor's control.

FAILURE CLASSIFICATION

Failures are classified either as CRITICAL or NON-CRITICAL.

A. Critical Failure

All failures are critical unless classified as non-critical as defined in Article 28B.

B. Non-Critical Failure

Non-critical failures are failures that do not significantly impact operation as follows:

- i. Failure of one fourth or less of the ticket counter back-wall displays assigned to the same airline/handler in a contiguous area. Ticket counters are assigned to airlines/handlers in groups of least four where two or more display failure is classified as critical.
- ii. Failure of one of two back-to-back baggage information display (BIB) at claim carousels.
- iii. Failure of staff information displays (SID) except at bonded warehouses, and federal agency and ready rooms.
- iv. Failure of one of two flight information displays (FID-MU) at outbound baggage make-up unit or pier.
- v. Failure of Aerial View Display (AVD).
- vi. Failure of IM workstations except at bonded warehouses and federal agency and ready rooms.
- vii. Failure of a server that effectively switched over to its standby unit. This also applies to components within the larger servers.

- viii. Failure of software that does not prevent operator from performing intended function with a workaround.

ORDER OF PRECEDENCE

MDAD reserves the right to prioritize various activities that the Contractor undertakes to meet deadlines. In general, Move/Add/Change (MAC) activity shall take a lesser priority to repair activities pending the circumstances surrounding the given situation. The County reserves the right to mandate that the Contractor reallocate resources to deal with the various repairs, MAC requests or project work as they see fit. Also, In the event of a conflict in work priorities, Critical failure work shall take precedence over moves, adds, and changes.

QUALITY ASSURANCE

The Contractor shall install all equipment under the Agreement according to manufacturers' instructions, including all required adjustments and testing.

ADDITIONAL and/or CHANGES in the WORK

- A. The County reserves the right to add work to this Agreement, and to change work to be accomplished under this Agreement without invalidating the Agreement.
- B. In the event the County exercises its right to change or add work under the Agreement, such work will be ordered and paid for as provided for in the Agreement.
- C. Additional Work or Changes in the work may be initiated by written directive of the County. The Contractor shall submit a price quote to the County for their review, within twenty-one (21) calendar days of receipt of such directive. The Contractor shall maintain this price, for acceptance by the County, for a minimum of 90 calendar days after submittal. The cost or credit to the County for any change in the work shall be determined in accordance with the provisions of the Agreement. The Contractor shall not be compensated for effort expended in preparing and submitting price quotes.
- D. The County and the Contractor shall negotiate an equitable adjustment to the Agreement Price for the Direct and Indirect Costs for the performance of such work.

Commented [NS(4)]: Are you trying to say here that the County will negotiate with the vendor the cost of the O&M fee in Schedule of Pricing? I

Commented [TD5R4]: This is related to the work-order for new work. Where we can negotiate pricing. When we request a bulletin for new work, the pricing is a little high or we have issues etc, we go back and forth and have them resubmit. This is mostly related to work directly done by the programmers or costs associated to support, or licenses or testing etc.

- E. The Contractor shall solicit not less than three (3) competitive bids to appropriate Subcontractors and vendors when so directed by the County. Contractor shall submit the solicited bids to the County for approval or rejection.

PCI-DSS Compliance

The AOIS system will be Payment Card Industry-Data Security Standard (PCI-DSS) ready following the County policies and procedures as noted in the County web page <http://intra.miamidade.gov/finance/payment-card-industry.asp> and the Payment Card Industry Data Security Standard <https://www.pcisecuritystandards.org>.

End-User Training

Contractor shall provide 16 hours of instructor led end user training on AOIS components as requested by County.

Maintenance by Contractor

Cleaning of Facilities

Contractor shall maintain and keep the office and administrative locations provided and/or leased by the County always clean. If the respective office and administrative locations are not properly maintained and kept clean, in the opinion of the Department, Contractor will be so advised and shall take immediate corrective action.

Repair of Damage

Contractor shall repair all damage to the facilities, office and administrative locations caused by Contractor, its employees, agents, independent contractors or patrons. The Department may, at its option, choose to do the work with its own forces or by contract or to require Contractor to perform or contract the work, as per 10.04 below.

Garbage and Trash Disposal

Contractor shall remove from the facilities, office and administrative locations all garbage, trash and refuse of any nature whatsoever which might accumulate and arise from any operations hereunder. Such garbage, trash refuse shall be stored and disposed of only in the manner approved by the Department.

Extraordinary Maintenance

Contractor shall consult with the Department before undertaking any maintenance work. The Department may, at its option, choose to have the work done by its own forces or by contract or to require Contractor to perform or contract the work.

Parking for Contractor Personnel

Parking for the Awarded Bidder, its staff and any Subcontractors shall be provided per decal at the following rates:

- Four (4) months – Fee of \$120
- Eight (8) months – Fee of \$240
- Twelve (12) months – Fee of \$360

MDAD County Resources

MDAD will provide the following:

- A. Office space in the terminal;
- B. Warehouse space to store spare parts and equipment required for the O&M of the AOIS;
- C. Electricity in all areas and air conditioning in office spaces;

The Contractor shall maintain the provided spaces in a clean and suitable manner. The assignment of office, warehouse, and shop space will be at the discretion and approval of MDAD.

Commented [NS(6): This is the language we have to Janitorial...

Commented [TD7R6]: Are these special rates or the standard rates? Either way – I'm good with it.

Commented [NS(8): Please edit below based on what we are providing this vendor...

Commented [TD9R8]: Added.