

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. **SS9441-5/21-5**
Contract
 Re-Bid Other LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: **ROET2000032** TERM OF CONTRACT: **4 years**

Requisition /Project Title: **IED Software Maintenance and Support Services**

Description: The County is seeking to procure software maintenance and support services for existing IED Public Address System at Miami International Airport (MIA). The vendor, IEDSS LLC, is the sole provider of extended warranty, maintenance, and service for IED LLC hardware and software that currently support the IED Systems serving MIA. The system provides real-time information to all MIA occupants and personnel in the immediate vicinity, of building emergency situations. This system reduces the risk of mass casualties and is essential to the safety and security of the airport because it enables staff to disseminate important audible information throughout the facility in emergency situations.

Issuing Department: **ISD for ET** Contact Person: **Yuly Chaux-Ramirez / Neivy Garcia** Phone: **305-596-8097 / 305-876-8482**

Estimate Cost: **\$222,961** GENERAL FEDERAL OTHER
Funding Source: **Proprietary Revenue**

ANALYSIS

Commodity Codes: **920-45** [] [] [] []

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: **IED Support Services LLC**

Small Business Enterprise: []

Contract Value: \$188,740 – 15 months \$84,405 12 months

Comments: []

Continued on another page (s): Yes No

RECOMMENDATIONS

Set-aside Sub-contractor goal Bid preference Selection factor

SBE []

Basis of recommendation: []

Signed: **Pablo Martinez** Date sent to SBD: **04/30/2021**

Date returned to DPM: []

APPENDIX A SCOPE OF SERVICES

1. Background

Miami International Airport (MIA) has an IED Public address system that is deployed throughout the Facility in 10 similar concourse "Node" locations. The PA system broadcasts routine flight announcements, public service announcements and courtesy announcements as well as any required life safety emergency announcements throughout the airport.

The County intends to gradually upgrade the PA system from the existing IED 500ACS System to the IED GlobalCom.IP System, by concourse node during the term of this agreement. Therefore the County will require that IED provide software maintenance and support services for both systems during this transition and accommodate the system upgrade on a yearly, "By-Node" basis. MIA does have existing IED components that are anticipated to remain up and until two (2) years after the upgrades begin.

2. Definitions, Acronyms and Abbreviations

- a. **ACS** Announcement Control System. This is the IED product that does the audio routing at each of the "Node" locations in the system.
- b. **AODB** Airport Operating Data Base
- c. **EMD** Electronic maintenance Department
- d. **FAS** Flight Announcement System
- e. **MAP** Modified Assurance Plan
- f. **MDAD** Miami Dade Aviation Department
- g. **MIA** Miami International Airport
- h. **PAS** Public Address System
- i. **PDRP** Permanent Digital Record and Playback
- j. **PSA** Public Service Announcement
- k. **TCAS** Text To Speech Courtesy Announcement System

3. Scope of Services

IEDSS shall furnish all labor, equipment, and materials necessary to the performance of the Services unless otherwise stated in this Agreement. When timely notified by the County of a service disruption or equipment failure, IEDSS will work with the County to return the equipment to Normal Operation as outlined in this Agreement.

4. Volume of Services

The County and IEDSS understand that, if the volume of Services that IEDSS will be required to perform under this Agreement are in excess of that usually and customarily required within the scope of the Equipment to be maintained, IEDSS's obligation is to use its best effort to perform such Services.

5. Extended Warranty

IEDSS shall extend the manufacturers' warranty for all products included in the Schedule of Covered Systems and Components for the term of this Agreement, unless specifically noted as not eligible **on Schedule 1**. Conditions not covered under the original manufacturer's warranty are not covered under the extended warranty. Replacement products supplied by IEDSS are included in this extended warranty.

6. SOFTWARE MAINTENANCE AND SUPPORT SERVICES

Software maintenance and support services will be provided by the Contractor to the County for the existing ACS software version(s) that supports the multiple (ten ACS systems and one 8000 system) IED Systems that currently serve MIA including FAS software, PDRP Library software, 8000 software, monitor test software, ambient analysis software, and ACS software;

The following are the basic components or features of the proposed software and support services.

- A. System Support - Unlimited, unconditional, priority (1-hour response), 24/7/365 technical support. A dedicated number 1-877-433-4335, for 24/7/365 access to IED remote systems support technicians. Support shall include telephone, e-mail, and network support response.

- B. Prompt service for "Life Safety" issues provided by IED certified technicians/contractor.
- C. Hardware Support - Extended maintenance, service, and warranty for new IED components. Includes priority Early-AM overnight (as needed) advance hardware replacement.
- D. System Health Checks - Annual on-site inspections by IED technicians with a documented status report.
- E. Software Support - Software updates (patches) as needed for optimal functionality, upgrades, and licensing for the term of the Agreement.
- F. Security Updates - Monthly Windows OS Security updates.
- G. IED Product Licensing – IED hardware and software product licensing.
- H. Technical Training - Recurring technical training at IED University (4 seats annually) for Miami-Dade County and Miami-Dade Aviation Department staff.
- I. Message Library – Free access to IED’s multi-lingual Public Service Announcements (PSA), TSA and Flight Announcement System message libraries.
- J. Custom Messages – 12 annual custom Public Service Announcements (English and Spanish only). Standard IED Voice Talent. Other languages may be provided on an additional cost basis.

7. ANNUAL ON-SITE INSPECTIONS AND SYSTEM HEALTH CHECK

An initial technical "System Health Check" aka "MRI" of all IED Systems will be conducted by IED technicians (2 technicians for approximately 5 working days) to ensure that the designed features of the software are functional is included. The results of the initial check will establish a baseline of functionality upon which upon which MIA can depend as long as the warranty is in force. Should IED find hardware issues that, in IED's opinion need attention, IED will inform MIA and will, if the hardware issue(s) can be addressed with minor maintenance, perform such maintenance. A detailed System Health Check report will be submitted to MIA highlighting IED's findings, recommendations, and maintenance performed. Annually, IED will visit MIA to ensure the integrity of the aforementioned baseline functionality and identify and address any other software related issues.

8. CUSTOM DESIGNED TECHNICAL TRAINING

During the term of this Agreement, the County is required to maintain a trained technical staff at MIA that will be the "First Line Responders" on all service and maintenance issues with IED assistance. Annual training will be provided by the Contractor to the County designated personal and will include at a minimum the following:

- A. County will provide First Line Responders as it deems necessary or advisable
- B. Specific, custom curriculum designed for the existing IED legacy technology used at MIA, conducted at IED training facility yearly for the contract term (note specific curriculum and agenda to be developed pursuant to acceptance of the MAP).
- C. Training will be designed to train the MIA "First Line Responders", to include, but not limited to:
 - 1. Familiarity with IED equipment and systems and the use of parts, and materials to restore performance thereof to the designed function in the event of any audio control system breakdown where the audio/video control system is unable to perform its designed function.
 - 2. Repair and maintenance of system, including replacement of related components, parts and appurtenances that have failed, or no longer perform reliably.
 - 3. Assist in software upgrades, patches and/or software uploads to remedy related issues.
- D. MIA may send up to four MIA technicians/staff for each training session each year. Scheduling for training will be by mutual agreement. IED will provide all lodging, ground transportation, meals,

and training materials.

9. MDAD Yearly Plan Election Options by Node

As described within this document, the County intends to upgrade the MIA PAS during the term of this Agreement. Depending upon the year of the plan there will be different coverage election options, based on system type, for each year as follows:

A. IED Plan Election Options by Node:

1. Type #2 (Existing)

A Type #2 System is the existing IED 500ACS System at MIA.

- This is a software support only plan on the existing system.

2. Type #4 Overlay

A Type #4 Overlay System is a new IED GlobalCom.IP System that includes the Years 1 to 3 of OEM Factory Warranty plus a Comprehensive "Overlay" assurance plan that includes:

- Complete 24/7/365 hardware and software systems support including product licensing;
- IED Product Licensing;
- Microsoft OS product licensing and security updates;
- Annual system status site review and report;
- Annual site and virtual factory training;
- Access to all existing multilingual TSA, FAA, and HSA Public Service Announcement (PSA) libraries, all existing multilingual FAS Announcement System libraries; and
- 12 annual custom English and Spanish MIA PSA's.
- A comprehensive hardware EMD testing lab and initial provisioning spare parts at first node update.

3. Type #4 RS Reduced (Hardware) Scope

A Type # 4 System is a new IED GlobalCom.IP System in Years 4+ that includes all benefits of the above Type #4 Plan, except as noted below:

- MIA shall provide Level 1 and Level 2 hardware site support (with IED remote support);
- IED shall provide Level 3, critical life safety emergency 24/7/365 hardware support.

10. Scheduled Equipment Replacement

IEDSS will replace the specifically listed system components with new manufactured components, and/or recertified/remanufactured components, on a recurring schedule providing this Agreement is in effect for at least 12 months beyond the replacement period. The replacement date will be calculated from the time the agreement initially took effect or the date the equipment was last replaced under the replacement schedule or under the extended warranty, whichever is later. IEDSS reserves the right to replace these system components prior to the minimum replacement date. Components eligible for scheduled replacement and the replacement schedule are listed on Schedule Equipment not covered by scheduled replacement will be covered under the extended warranty.

11. Replacement Parts

Upon The County's timely notification of any equipment malfunction, IEDSS shall with the assistance of the onsite, trained First Line Responder, determine if the equipment/part is defective and, if so, either identify an on-site Spare or arrange for an advance hardware replacement overnight if determined solely by IEDSS, such determination shall not be unreasonably withheld, to be sent to the Facility. Replacement parts become the property of the County and inoperative parts become the property of and shall be returned to IEDSS at no additional cost to the County.

12. Service Period for On-Site Services

If IEDSS, at its sole discretion, determines that on-site Service at the County's Facilities is necessary, IEDSS shall provide on-site remedial Services to the County during Regular On-Site Service Hours.

13. Priority Telephone Technical Support

IEDSS shall provide technical telephone support within one (1) hour of receiving telephone notification from the County of equipment malfunction. This priority support shall be available, in English, twenty-four (24) hours a day, seven (7) days a week. An IEDSS technical support representative will attempt to resolve the County's issue over the telephone, arrange for replacement parts if necessary, and coordinate emergency on-site Service, as required by the County.

14. Regular On-Site Service Hours

IEDSS shall perform on-site Services at the County's facilities between the Regular On-Site Service Hours of 8:00 AM and 5:00 PM, local time, exclusive of Saturdays, Sundays and national holidays. IEDSS will attempt to have a support technician arrive at the County's facilities within forty-eight (48) hours, excluding Saturdays, Sundays and national holidays, during Regular On-Site Service Hours.

15. Emergency On-Site Service

Emergency on-site service shall be performed outside of Regular On-Site Service Hours when the absence of Services outside of Regular On-Site Service Hours may result in the absence of required Life Safety Functions and no alternative solution is available. Emergency on-site service will be performed by an IED Certified Integrator of IEDSS's sole choice, and/or an IEDSS support technician when all of the following conditions are met:

- The County notifies IEDSS by telephone or email of an operational failure of covered Equipment;
- The County cooperates with IEDSS support technician over the telephone or email in determining the cause of the problem and in attempts to resolve the problem;
- As directed by IEDSS, the trained and qualified onsite First Line Responder(s) attempt to adjust, modify, or replace the failed Equipment with Equipment on site at the County's facilities or equipment provided by IEDSS; and
- IEDSS and the County determine the problem as reported cannot be resolved without an IEDSS on-site visit to the County's Facilities.

If IEDSS and the County determine emergency on-site Service is warranted and that facilities' operations will not support required Life Safety Functions (such determination not to be unreasonably withheld), IEDSS will attempt to place a technician on-site at the County's facilities within eight (12) hours. If IEDSS and the County determine emergency on-site service is warranted but that Facilities' operations do not impact required Life Safety Functions (such determination not to be unreasonably withheld), IEDSS will attempt to place a technician on-site at the County's Facilities within twenty-four (24) hours. In all cases, IEDSS will attempt to place a technician on-site at the County's facilities within forty-eight (48) hours.

16. Annual Inspection

IEDSS shall provide an annual inspection of the Equipment during each year this Agreement is in force; however, in some cases, a System Health Check will be required prior to the commencement of the Agreement, but in all cases within 180 days after the commencement date of the Agreement. The annual inspection may be performed either on a single visit to the County's Facilities or on multiple visits. During the annual inspection and System Health Check, IEDSS shall confirm the version and update status of all Equipment, including but not limited to system servers, system dependent computers and other system hardware. IEDSS shall install any pertinent Equipment software updates, either on-site or remotely.

17. Modifications to Equipment If the County, with IEDSS's prior written approval, causes modifications or interconnections to be made or accessories, features, or attachments added to the Equipment, then Services shall be furnished with respect thereto only on mutual agreement between IEDSS and the County and the total scope of service and pricing shall be adjusted accordingly.

18. Non-Covered Equipment

IEDSS is not obligated to maintain, repair, service, replace, operate or provide any other Services or assure the operation of any device, system, property, network and/or any other such Non-Covered Equipment that is expressly listed in Schedule 1 attached hereto.

19. IEDSS's Modifications to Equipment

As part of providing Services hereunder, IED-sponsored modifications may be made to the Equipment

by IEDSS. The County shall provide time, if required and ready access for IEDSS's personnel to the Equipment upon notification from IEDSS that such modifications are ready to be made. The time required shall be mutually agreed upon by the County and IEDSS, and shall be in addition to the normal preventive maintenance hours.

- 20. Title to Tools and Spare Parts** Title to all maintenance tools and IEDSS provided spare parts shall remain with IEDSS, except that upon installation of parts into the County-owned equipment, title to such parts shall pass to the County.

21. County Obligations

A. The County Supplied Broad Band Internet Access

In order for IEDSS to perform the functions required under this Agreement it will require an internet connection to the systems covered by this Agreement. The County shall supply to IEDSS a broad band internet access port, and/or access to said port, for Software and diagnostic Support of the System. Any firewall equipment required by this access will be supplied by the County unless otherwise noted. This high speed access will be at no charge to IEDSS. Dial up modem support is not acceptable.

B. Storage Space and Utilities

If onsite Service or part storage is required, the County shall provide, free of charge and with ready access, storage space for maintenance tools and spare parts, working space, heat, light, ventilation, electric current, outlets and high speed internet access for the use of IEDSS's Service personnel.

C. Notice of Equipment Failure

The County shall notify IEDSS's Service personnel immediately upon Equipment failure or indication of System faults and shall allow IEDSS full and free access to the Equipment and the use of necessary data communications facilities and equipment at no charge to IEDSS, subject to the County's security rules.

D. Maintenance of Facilities

The County will maintain the facilities identified herein in accordance with the specifications established by IED including that the location of all IED Equipment is kept clean dust free, and environmentally (connected to the HVAC system of the Facility) controlled throughout the term of Agreement.

E. County's Maintenance Efforts

The County's personnel shall not perform Services, including maintenance or attempted repairs, to the Equipment while such Equipment is being serviced under this Agreement, except as specified and approved in advance and in writing by IEDSS or as directed by an IEDSS support technician.

F. County Modifications to Equipment

The County shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Equipment being serviced by IEDSS under this Agreement without IEDSS's prior written approval. Notwithstanding the above, the County shall be entitled to make mechanical and electrical connections to the Equipment without IEDSS's prior approval, provided, that if such connections interfere with the Normal Operation of the Equipment in a manner which increases or creates a safety hazard, the County agrees to remove such connections promptly upon notice from IEDSS.

G. Equipment Software Updates and Upgrades

The County agrees to install all updates and upgrades to Equipment software when such updates and upgrades are shipped or otherwise made available to the County by IEDSS. All such updates and upgrades must be installed by the County in order for the applicable Equipment software to remain covered under this Agreement. The County may, upon written notice detailing the reason (s) for the delay, delay the install referenced software upgrade.

H. Return of Defective Equipment

The County agrees to return all defective Equipment at the County's expense in accordance with

IEDSS's instructions and published Return Authorization policy within thirty (30) days or pay for the replacement Equipment at the then- current list price. Prior to the return of any such defective Equipment, The County must request and receive from IEDSS a Return Material Authorization ("RMA") for the return of the Equipment. The County will ship such Equipment to the address specified by IEDSS, duties and postage prepaid, in the Equipment's original shipping container or in a container of equivalent protective constitution, with the RMA number prominently displayed on the outside of the shipping container. IEDSS reserves the right to reject any shipment that does not have an RMA number prominently displayed on the shipping container. IEDSS is responsible for any risk of loss and/or damage incurred in shipping, and shall be responsible for directly filing any claim with the shipping company.

I. The County Network Accountability

The County acknowledges and agrees that it is solely responsible for, and IEDSS's obligations hereunder are contingent upon the County supplying and maintaining a properly configured, reliable, stable network on which the Equipment resides/functions. The County further acknowledges and agrees to the terms and provisions of the Statement of End User Network Accountability and agrees to abide and be bound by all obligations set forth below.

Statement of End User Network Accountability

IEDSS is not responsible, and thus, shall have no liability, for either (a) the end user's network requirements, including without limitation, those related to the overall performance, security, and other pertinent network criteria, or (b) the end user's facility network infrastructure, including without limitation, the hardware and/or software utilized for the network on which the PAS resides.

IEDSS relies solely upon the end user's network owner/manager for the design, provision, configuration and maintenance of the network, in a manner that enables proper PAS function ability/functionality. If the network on which the PAS resides is improperly designed, configured or maintained, malfunctions or undergoes changes or modifications, then impacts to the reliability, functionality or stability of the PAS can be expected, resulting in PAS system anomalies that are outside the control of IEDSS. In such instances, IEDSS can be a resource to support the end user's network owner/manager in diagnosing the problems and attempting to restore the PAS to a fully functioning and reliable state. However, for network related issues, IEDSS may look to the end user to recover costs associated with such support activities. For those end-users covered by either the prevailing IED OEM Limited Warranty and/or an IED Platinum Assurance Plan, and upon request by the end user, IEDSS will collaborate with all parties (IEDSS certified Integrators and/or end users) to provide limited assistance with network diagnostics at no additional cost to the end user. The extent and nature of this assistance will be based on the scenario encountered.

Under these programs, IEDSS will solely determine when/if applicable charges for technical support will be applied. Out of warranty end users, and/or those not covered by a Platinum Assurance Plan will be assisted as technical support is available and applicable charges for that technical support will be applied.

IEDSS will not be liable for any consequences or damages, whether actual, direct, indirect, exemplary, special, consequential, or otherwise, for any end user network upon which a PAS resides/functions that is not properly configured, reliable, and/or stable.

22. IEDSS's Obligation To Use Precautions

IEDSS shall take all precautions necessary for the safety of and prevention of damage to property on or adjacent to the County's facilities, and for the safety of and prevention of injury to persons, including the County's employees, IEDSS's employees, and third persons, on or adjacent to the County's Facilities while under the control of IEDSS.