

**DEPARTMENTAL INPUT  
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract   
  OTR   
  CO   
  SS   
  BW   
  Emergency   
 Previous Contract/Project No:

Re-Bid   
  Other   
 LIVING WAGE APPLIES: \_\_\_ YES  NO

Requisition/Project No: RQET1100007      Term of Contract: 4 Years with 4 One-year options-to-renew

Requisition/Project Title: Continuous Form High-Speed Printers

Description: Solicit RFP proposals to provide ETSD with replacement continuous form high-speed printers.

User Department(s): ETSD      Contact Person: Erick Martinez      Phone: 305-375-1075  
 Issuing Department: DPM      Funding Source: Internal Service Funds  
 Estimated Cost: \$1,200,000

**ANALYSIS**

Commodity/Service No: 700	SIC:
<b>Trade/Commodity/Service Opportunities</b>	
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;">                     Contract/Project History of Previous Purchases For Previous Three (3) Years                      Check Here <input checked="" type="checkbox"/> if this is a New Contract/Purchase with no Previous History                 </div>	
<u>EXISTING</u> <u>2<sup>ND</sup> YEAR</u> <u>3<sup>RD</sup> YEAR</u>	
Contractor:	
Small Business Enterprise:	
Contract Value:	
Comments:	
Continued on another page (s): ___ Yes ___ No	

**RECOMMENDATIONS**

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

---



---



---

Signed: *Erick Martinez*

Date to DBD: 08/23/2011

Date Returned to DPM: \_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) No. 000  
FOR AN  
CONTINUOUS FORM HIGH-SPEED PRINTERS**

**PRE-PROPOSAL CONFERENCE AND SITE VISIT TO BE HELD AT THE:**

**TBA**  
February 14, 2011 at 10:00 AM (local time)  
**[Address]**

**ISSUED BY MIAMI-DADE COUNTY:**  
Department of Procurement Management (DPM)  
for the  
Enterprise Technology Services Department

**COUNTY CONTACT FOR THIS SOLICITATION:**

Erick Martinez, Procurement Contracting Officer 1  
Address: 111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-1075  
E-mail: [emtnez@miamidade.gov](mailto:emtnez@miamidade.gov)

**PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:**

**Tuesday, July 000, 2011 at 2:00 PM (Local Time)**  
at  
CLERK OF THE BOARD  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 202  
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm) or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 INTRODUCTION

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade County Enterprise Technology Services Department, hereinafter referred to as "ETSD," is soliciting proposals for the purchase and installation of two (2) Continuous Form High Speed Printers, removal of the existing two (2) Continuous Form High Speed Printers, and the maintenance of existing Roll System Folder Cutter, Roll System Unwinder, and splicing tables located at ETSD.

The County anticipates awarding a contract for a term of forty-eight (48) months to align with the four (4) year financing that is required. The contract will also include four (4), one-year options to renew, at the County's sole discretion.

#### **The anticipated schedule for this Solicitation is as follows:**

Solicitation Issued: July 000, 2011

Pre-Proposal Conference and Site Visit: See front cover for date, time and place. Attendance is highly recommended. If you need a sign language interpreter or materials in accessible format for this event, please call the DPM ADA Coordinator at (305) 375-1530 at least five days in advance.

Deadline for Receipt of Questions: Wednesday, July 000, 2011 at 5:00PM (Local Time)

Proposal Due Date: See front cover for date, time and place.

Evaluation Process: Anticipated to begin the week of August 000, 2011

Projected Award Date: December 2011

### 1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.

7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

### 1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. The County may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding on the Proposer as if submitted without exception. The County reserves the right to request and evaluate additional information from any respondent after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

### 1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [CLERKBCC@MIAMIDADE.GOV](mailto:CLERKBCC@MIAMIDADE.GOV).

### **1.5 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **1.6 Lobbyist Contingency Fees**

- A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

### **1.7 Collusion**

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in

collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

## **2.0 SCOPE OF SERVICES**

### **2.1 Introduction**

The Miami-Dade County Enterprise Technology Services Department (ETSD) print shop operates 24 hours a day and 7 days a week. It annually produces approximately 70 million documents and reports to support various County operations. The existing printing System consists of two Continuous Form High Speed Printers, a Roll System Folder Cutter, a Roll System Unwinder and splicing tables. ETSD intends to solicit proposals for the purchase and installation of two (2) Continuous Form High Speed Printers, removal of the existing two (2) Continuous Form High Speed Printers, and for continued maintenance of the existing auxiliary equipment. The selected Proposer will be required to provide maintenance and support services for the new equipment beyond the warranty period. The selected Proposer is required to provide finance services for the purchase of the Continuous Form High Speed Printers over a four-year period. No third party financing will be considered.

The County may purchase a new or used (remanufactured or refurbished) high speed printer through this solicitation. Attachment 2, "Form-B1, Price Proposal Schedule", includes two pricing methods. Method A is for the purchase price of new continuous form high speed printers. Method B is for the purchase price of used (remanufactured or refurbished), continuous form high speed printers certified for maintenance by the Original Equipment Manufacturer (OEM). It is the County's sole discretion to choose one of the two methods as may be deemed in the best interest of the County. The County will only be making an award for one of the methods.

The equipment proposed must have a durable life of a minimum period of eight (8) years; the manufacturer end-of-life date must be equal to or exceed the aforementioned time.

### **2.2 Background**

ETSD currently operates three (3) continuous form high speed printers, channel connected (bus/tag) to two IBM Z10's 2098 CPUs via a digital matrix switch (Digital Controls) model 5000/E. The three printers are as follows:

1. One (1) OCE Page-Stream model DCS210 Duplex Printer, serial number 70134.
2. One (1) OCE Page-Stream model 466, serial number 46595 - Working with an external paper input feature (Splicing Table) model 7900001538.
3. One (1) OCE Page-Stream model 530, serial number 47773 - Attached to a Roll System Folder Cutter model 800162, serial number 18223 and a Roll Systems Un-winder model 800152, serial number 4326.

*The printers run under the Z10 operating system Z/OS V1.R10 or R11, Job Entry Subsystem 2 (JES2), Full Intelligent Printer Data Stream (IPDS) modes using Page Printer Formatting Aid (PPFA) for page and form definition. An IBM proprietary software, Symbolic Programming System (SPS) for Multiple Virtual Storage (MVS), serial number 0000S2209938 allows for the sorting of the output before printing giving us sequential booklet type output when printing duplex continuous form.*

### **2.3 Workload Measures**

Calculations for mileage must be made based on forty-seven (47) million feet per year. Approximately fifteen point two (15.2) million feet are special forms of a variety of sizes. The balance is standard, 8.5" by 11" recycled paper.

### **2.4 Overview of Long-Term Strategic Printing Configuration Plans for ETSD**

- 2.4.1 The proposed equipment must be capable of supporting spot color printing or must be upgradeable by adding accessories to the same proposed printers, to allow for at least one color (a.k.a. spot color) as well as Magnetic Ink Character Recognition (MICR).
- 2.4.2 The County intends to keep the current OCE Page-Stream model DCS210 duplex printer for backup purposes only, without maintenance. However, in Attachment 2, "Form-B1 Price Proposal Schedule", the County is requesting pricing for optional maintenance on this printer, limited to Monday through Friday, 8 AM to 5 PM only. The County will also consider optional pricing for equivalent equipment, inclusive of maintenance limited to Monday through Friday, 8 AM to 5 PM to replace the DCS210 printer. The pricing submitted for the maintenance of the DCS210 printer or equivalent printer shall be optional and will not be used to determine the award of this solicitation. It will be at the County's sole discretion to accept any of the proposed options.

**2.5 Minimum Hardware Requirements**

Proposers shall complete the below chart indicating whether their Proposed solutions meets or does not meet the outlined requirements. **Proposers should provide a detailed description of how the requirement is or is not met in the "Module/Detailed Explanation" field for ALL items included in the table.** This should include a description of any work required to meet the requirement. A blank or N/A in any box will be interpreted as an "N".

Proposers that do not complete the chart below may be deemed non-responsive.

The acceptable responses are as follows:

**"Y"** – Requirement will be FULLY met with the proposed solution (without configuration, extension(s), or modification).

**"N"** – Solution does not meet the requirements.

Req. #	Description	Requirement Meet (Y, N)	Describe how solution will meet requirement and any customizations or configurations that are required
1.	Variable and adjustable speeds with a minimum of 290 feet per minute.		
2.	Fully capable of operating in a simplex (two (2) independent printers) and Duplex (Twin Configuration).		
3.	All components (turn-bars or any other attachment) necessary to operate the printers as simplex or duplex mode shall be provided.		
4.	Fully compatible with the Roll System Equipment as described in Article 2.2 above or provide compatible equipment at no additional expense to the County.		
5.	Full Intelligent Printer Data Stream (IPDS) support.		

Req. #	Description	Requirement Meet (Y, N)	Describe how solution will meet requirement and any customizations or configurations that are required
6.	The printers support Gigabit, Ethernet Interface and all other connectivity requirements. Two (2) - Network Interface Cards (NIC) per printer engine are required. The County is migrating from a channel connection (bus & tag) to an Ethernet/TCPIP connection. All network components at the equipment level necessary to accomplish connection to the County's network shall be provided.		
7.	Support 240/300/600 DPI auto detection and switch.		
8.	Able to accept paper weights of: 40 to 180 g/m2 (30 lb. to 80 lb.).		
9.	Printer feeds ready to accept Roll and Box paper.		
10.	Support Form length of 4" to 28" in 1/6 increments.		
11.	Capable of supporting color printing or be upgradable as specified in Article 2.4.1.		
12.	Certified maintainable by the OEM for a minimum of eight (8) years.		
13.	All costs associated with the relocation were included in the equipment price. Relocation will be performed by the OEM.		
14.	A disaster recovery backup for the duplex printing will be provided free of charge as required on Section 2.7.		
15.	All costs associated with the old equipment removal were included in the bid price.		

## 2.6 Space Constraints

Space constraints at the ETSD Printer Room may require temporary equipment relocation to allow for the installation of the new equipment. All costs associated with the relocation will be the responsibility of the selected Proposer and shall be included in the equipment price. Relocation must be performed by the OEM.

The equipment proposed will be installed along with the existing equipment and shall be used concurrently. Therefore, both the new and old equipment must fit in the current printing location. The transition to the new printing environment shall be performed without impacting ETSD daily production and delivery deadlines. ETSD shall test the newly installed equipment to ensure that it meets the County's specifications. The testing and migration period should take no longer than thirty (30) days.

Please refer to plans further outlined in Appendix A, "Print Room Site Drawing."

## **2.7 Disaster Recovery Backup Site Required**

The selected Proposer must provide (free of charge), a disaster recovery backup for the duplex printing of the County's Water Bills to be used only in the event of a prolonged failure (longer than twenty-four (24) hours) on the twin duplex environment and/or on the DCS210 or equivalent duplex printer provided by the selected Proposer. In the event of a declared disaster at Miami Dade ETSD facility, the County will use its existing procedures to transfer output (FTP) to the recovery site and the printing of the Water bills shall be executed from a remote location. The remote backup location shall be tested annually. The forms shall be ready for pick up within twenty-four (24) hours after receipt of the form files from the County. The County will arrange for delivery and pick up of the forms in the event of the need to print at the Disaster Recovery Backup site.

## **2.8 Removal of Existing Equipment**

The Selected Proposer shall arrange for the disconnection, packing, removal and shipping of the old equipment (s466 and the s530 printers) after the acceptance period of the new equipment. All costs associated with the removal will be the responsibility of the selected Proposer and shall be included in the proposed price.

## **2.9 Environmental Requirements**

The selected Proposer must familiarize itself with the current floor-space, power supply and cooling requirements at the installation site. The County will be responsible for providing the power connections at the installation site. There is limited space to accommodate the new printer environment, the need to relocate or reposition existing equipment must be considered by all Proposers submitting a response to this solicitation. All expenditures related to equipment relocations are the responsibility of the selected Proposer. Equipment relocations must be performed by the OEM.

## **2.10 Used Equipment Requirements**

The County will accept used (refurbished or remanufactured) equipment as long as it is certified maintainable by the OEM for the full term of the required four (4) year hardware maintenance and meet the eight (8) year end-of-life requirement.

## **2.11 Equipment Delivery, Transportation & Handling Delivery Required**

If the equipment requires new power installation, the County will require up to six (6) weeks to prepare the site. In this case, the County and the selected Proposer shall agree on a mutually convenient equipment delivery schedule, but shall not exceed three (3) weeks after completion of the site preparations. If however, no power changes are needed, delivery must be completed within thirty (30) calendar days after receipt of the purchase order.

The selected Proposer shall notify the County of any potential delivery delays within five (5) days after receiving the purchase order. Evidence of inability to deliver within the specified timeframe may result in the cancellation of the Purchase Order, at the County's sole prerogative.

### **Delivery Locations:**

ETSD Data Processing Communications Center (DPCC):  
5680 SW 87 Ave,  
Miami, 33186

(305) 596-8269

**Loading Dock hours:**

Monday through Friday, hours: 8:30 AM to 4:30 PM, except during County observed holidays.

**Inside delivery is required.**

The work areas are to be left clean and in an unobstructed condition. All uncrating of equipment will be conducted on the loading dock. **Door Dimensions for delivery entryways at DPCC are as follows:**

**Option 1:** Loading Dock to Storage Facility: 80”H x 94”W Door out of Storage Facility: 79 1/4”H x 59”W Door into Data Center: 83”H x 70W

**Option 2:** Loading Dock to Hallway: 97”H x 30”W Door into Data Center: 83”H x 70W

**Upon delivery, the selected Proposer shall:**

Inventory shipment for completeness and ensure that missing parts or components, if any, are delivered promptly.

Complete a physical inspection of all components for possible damage, and replace all damaged components as soon as possible but no later than forty-eight (48) hours after the damage is found. These tasks must be completed prior to turnover of the equipment to the OEM for installation.

**2.12 Pre-Planning, Installation, & Systems Assurance Requirements**

- 2.12.1 A pre-planning meeting will be scheduled within five (5) business days of award of the contract to set schedules for all other events.
- 2.12.2 A meeting with County staff must be conducted no later than ten (10) business days prior to the delivery of all hardware specified in the above specifications, at Miami Dade ETSD DPCC County facility. If additional meetings are necessary prior to installation this must be determined at the first Systems Assurance meeting, as mutually agreed.
- 2.12.3 The County Purchase Order resulting from the award of the resultant contract will identify the County's contact to arrange for the initial meeting.
- 2.12.4 The selected Proposer must provide the following information for Systems Assurance:
- Power requirements
  - Cooling Requirements
  - Space and Location requirements as well as any additional items such as tile cutouts, phone lines, etc.
  - The County will need a minimum of two (2) and up to six (6) weeks to meet the power, cooling and space requirements.

**2.13 Installation and Setup**

- 2.13.1 Due to the sensitivity of the equipment being purchased, the OEM shall install and setup all hardware, peripherals, and certify such installation to be in working order and ready for turnover to the County.

- 2.13.2 The selected Proposer will have the OEM schedule and proceed with the installation of equipment upon completion of inventory, in consultation with the County.
- 2.13.3 OEM will physically install and power up the printers and certify for turnover.
- 2.13.4 OEM will keep the area clean and in an unobstructed condition
- 2.13.5 OEM is required to perform its standard installation procedures which include, but are not limited to, the performance of diagnostics to certify the equipment. At the successful completion of these procedures the machine will be considered installed and ready to turnover to the County.
- 2.13.6 The preventive maintenance windows will be coordinated with ETSD Operations management or designee staff. The OEM performing the installation is required to schedule all work with the Operations management staff and no work is to be done without prior consent. Installation and setup must be completed within 15 working days from delivery of the equipment
- 2.13.7 Selected Proposer shall provide all manufacturers' documentation and installation materials at the time of delivery.
- 2.13.8 Post installation and for up to three (3) full days a technician must be on call for any difficulties we may have to ensure workload completion.

#### **2.14 Hardware & Software - Maintenance & Support**

In addition to the standard manufacturer's warranty for the equipment proposed, the County requires maintenance and support for the equipment and operating software as described below:

- 2.14.1 All Hardware shall have four (4) years maintenance to be included on a 24X7 basis, which will be paid on a monthly basis.
- 2.14.2 All Software shall have four (4) years maintenance, support and subscription to be included on a 24X7 basis, which will be paid on a monthly basis.
- 2.14.3 Hardware and software maintenance shall include a one (1) hour response time by telephone and a maximum of two (2) hours on-site response to include all parts and labor. OEM is responsible for performing all hardware maintenance.
- 2.14.4 Selected Proposer is responsible for the disconnection, packing, and removal and shipping of all equipment to be replaced within thirty (30) days of completion of the new printers' acceptance.
- 2.14.5 Maintenance for the Roll System Folder Cutter model 800162 serial number 18223 and a Roll Systems Un-winder model 800152, serial number 4326 must be included as part of the entire package and provided by the selected bidder or the OEM under the same term and conditions of the printer maintenance.
- 2.14.6 Maintenance for the splicing tables, serial numbers 7900001538 and 790001541 or an alternate splicing instrument provided by the selected Proposer must also be included as part of the package.
- 2.14.7 All maintenance as specified above shall continue should the County choose to exercise its option to renew the contract as specified in Section 2.5 of this solicitation.

## 2.15 Training

Upon installation, during testing period, the selected Proposer must provide hands-on, on-site training for three (3) shifts of operation, minimum of twenty-four (24) hours, eight (8) staff on each shift. This training must result in a good operational knowledge of the proposed equipment, both hardware and software. The schedule for the training will be agreed upon between the selected Proposer and the County upon award. Pricing for training must be provided in the bid submission.

## 2.16 Acceptance Criteria

- 2.16.1 Following turnover by the selected Proposer, the County operations and technical staff will verify that all output including special forms are capable of printing in the new environment without difficulties and without changing current paper specifications. This testing may take up to thirty (30) days.
- 2.16.2 A systems reliability period will start after the initial testing period, and will last a minimum of thirty (30) days prior to acceptance. During this reliability period, the selected Proposer will cure any deficiency as a condition for acceptance.
- 2.16.3 If the new equipment meets or exceeds the technical requirements in this solicitation and published specifications, an Acceptance Certificate will be issued within seven (7) days after the sixty (60) days testing and reliability period. If it is found that the equipment does not meet the technical requirements as detailed in this solicitation, it may constitute grounds for default and the Contract may be cancelled.
- 2.16.4 An extension to the reliability period may be considered and negotiated to allow the selected Proposer reasonable time to cure any deficiency. Such request for extension must be made in writing to the Data Center Director, stating the deficiency, the proposed remedy, the required time, and the reason for the required extension.

## 2.17 Optional Products and Services

Proposers are encouraged but not required, to offer Optional Products and Services to the County. All optional products and/or services shall be included in Attachment 2, "Form B-1 Price Proposal Schedule, Section C." Such optional products and/or services are not included in the evaluation of proposals and are to be contracted at the sole discretion of the County. Proposers are **strongly encouraged** but not required, to complete Form B-1, Section C, Optional Services.

## 2.18 Financing Required

Proposer shall develop a financing proposal representing four (4) equal annual payments, with the first payment due no sooner than thirty (30) days after equipment acceptance by the County. The County intends to finance the purchase of the printers as stated in Attachment 2, "Form B-1 Price Proposal Schedule", under Item 1C of the pricing sheet only. No third party financing will be considered.

Any Installment Payment Agreement (IPA) shall be submitted to the County prior to the award. The county must have the option to prepay any future annual payments without any prepayment penalties. The County may edit the terms and conditions of the IPA for compliance with State law. An amortization schedule may be required as a condition of award.

The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The County may terminate any financial obligation, and the selected Proposer waives any and all claim(s) for damages, effective immediately upon receipt of written

notice (or any date specified therein) if for any reason the County’s funding from local, State and/or federal sources is not appropriated, withdrawn or limited. The County may negotiate, with the Proposer, terms to retain the equipment for a reasonable period of time.

**3.0 RESPONSE REQUIREMENTS**

**3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

**4.0 EVALUATION PROCESS**

**4.1 Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

**4.2 Evaluation Criteria**

Proposals will be evaluated by a Selection Committee which will evaluate and rank proposals on criteria listed below. The Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Selection Committee member.

Evaluation Criteria		Points
<b><u>Technical Criteria</u></b>		
1	System Functionality/Services: Proposer’s capability to meet the technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer’s understanding of the County’s needs described in this Solicitation including but not limited to: A) Proposed Equipment B) Installation Services C) Removal of Existing Equipment D) Maintenance Services and Technical Support Services E) Training Services	35
2	Proposer’s approach and methodology to providing the work requested in this Solicitation including proposed equipment, installation, removal of existing equipment, testing, training, maintenance, and technical support services.	15

3	Proposer's relevant experience and qualifications with providing Continuous Form High Speed Printers, including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	15
<b><u>Price Criteria</u></b>		
4	Proposed price will be evaluated based on the work proposed and overall best value to the County.	35
<b>Total Points Per Evaluation/Selection Committee Member:</b>		<b>100</b>

#### **4.3 Oral Presentations**

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

#### **4.4 Selection Factor**

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by the Department of Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact the Department of Small Business Development at 305-375-CERT (2378) or access [http://www.miamidade.gov/dpm/about\\_us\\_business\\_assistance.asp](http://www.miamidade.gov/dpm/about_us_business_assistance.asp). The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference.

#### **4.5 Price Evaluation**

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

#### **4.6 Local Preference**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Selection Committee will recommend that a contract be negotiated with said local Proposer.

#### **4.7 Negotiations**

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Manager with their recommendation. The County Manager or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Manager or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Manager's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8-1.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

#### **4.8 Contract Award**

Any contract, resulting from this Solicitation, will be submitted to the County Manager or designee for approval. All Proposers will be notified in writing when the County Manager or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

#### **4.9 Rights of Protest**

- A. A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County workdays of the filing of the County Manager’s recommendation. This three day period begins on the County workday after the filing of the County Manager’s recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

- D. For award recommendations greater than \$250,000, the County’s recommendation to award or reject will be immediately communicated (via mail, fax or e-mail) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000, each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 NW 1<sup>st</sup> Street, Miami, FL. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Solicitation.

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

**5.0 TERMS AND CONDITIONS**

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

**A. Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the DPM website at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm) or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

**B. Insurance Requirements**

The Contractor shall furnish to the County, Department of Procurement Management, prior to the commencement of any work under any agreement, Certificate(s) of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

**C. Inspector General Reviews**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

**D. User Access Program**

Pursuant to Miami-Dade County Ordinance No. 03-192, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

**6.0 ATTACHMENTS**

Draft Form of Agreement

Appendix A - Print Room Site Drawing

Proposal Submission Package

# **DRAFT FORM OF THE AGREEMENT**

**CONTINUOUS FORM HIGH-SPEED PRINTERS**

THIS SOFTWARE LICENSE, HARDWARE, IMPLEMENTATION, INTEGRATION, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND \_\_\_\_\_, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF \_\_\_\_\_, HAVING ITS PRINCIPAL OFFICE AT \_\_\_\_\_ (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

WHEREAS, the Contractor has offered to provide continuous form high-speed printers, that shall conform to the Scope of Services (Appendix A); Miami-Dade County’s Request for Proposals (RFP) No. 000 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated \_\_\_\_\_ hereinafter referred to as the "Contractor’s Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such continuous form high-speed printers for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

A. Contractor desires to grant to the County and the County desires to obtain from the Contractor continuous form high-speed printers inclusive of all required Software, Hardware, and Documentation in accordance with the terms and on the conditions set forth in this Agreement.

B. Contractor shall provide the required maintenance and support services for the designated equipment utilized by the County, as further defined in this Agreement.

**ARTICLE 1. DEFINITIONS**

- 1.1 The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 000 and all associated addenda and attachments, the Contractor’s Proposal, and all other attachments hereto and all amendments issued hereto.
- 1.2 "Contract Date" shall mean the date on which this Agreement is effective.
- 1.3 "Contract Manager" shall mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- 1.4 "System" shall mean the required Software, Hardware, and components required to provide the County with the continuous form high-speed printers as further defined in this Agreement.
- 1.5 "Contractor" shall mean \_\_\_\_\_ and its permitted successors and assigns.

- 1.6 "Days" shall mean Calendar Days.
- 1.7 "Deliverables" shall mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- 1.8 The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- 1.9 The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- 1.10 "Project Manager" shall mean the County Manager or the duly authorized representative designated to manage the Contract.
- 1.11 "Scope of Services" shall mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- 1.12 "Subcontractor" or "Subconsultant" shall mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- 1.13 "Work", "Services" "Program", or "Project" shall mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- 1.14 "Designated Equipment" shall mean the software and hardware products identified on Appendix "A" with which the Software and Hardware will be maintained for the County by the Contractor.
- 1.15 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the System which are furnished to Licensee by County in connection with the Software.
- 1.16 "Maintenance Fee" shall mean the fees associated to the Hardware and Software required to operate the System as further outlined in Appendix B "Price Schedule".
- 1.17 "ETSD" shall mean the Enterprise Technology Services Department.

## **ARTICLE 2. GRANT OF RIGHTS**

The License granted for Software under this Agreement authorizes the County on a nonexclusive basis to use the Software on the Designated Equipment as outlined in Appendix "A" to operate the continuous form high-speed printers.

## **ARTICLE 3. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 000 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

## **ARTICLE 4. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

#### **ARTICLE 5. NATURE OF THE AGREEMENT**

- a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 6. AGREEMENT TERM**

6.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall be for the duration of four (4) year(s). The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for four (4) additional one (1) year periods.

6.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

#### **ARTICLE 7. SUPPORT AND MAINTENANCE SERVICES**

7.1 Contractor Obligations. Contractor shall provide the County with support and maintenance services for the System utilized by the County as further defined in Appendix "C", Service Level Agreement:

7.2 Subject Matter of Support Services. The subject matter of support services will help with installation or operation problems and alleged program errors.

7.3 Payments. Any and all support and maintenance services under this Agreement shall be compensated for by means of a quarterly rate. The fees are due for payment quarterly upon invoicing by the Contractor as set forth in Appendix B "Price Schedule".

**ARTICLE 8. SOFTWARE SUPPORT**

8.1 Software Support. The Contractor will support the associated software furnished under this Agreement throughout the useful life of the application.

8.2 Error Corrections and Updates. The Contractor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder. New software versions are not included under this Agreement.

**ARTICLE 9. FEES AND PAYMENT**

9.1 Fees. The County shall pay the Fees or other considerations for the Software, Hardware, and Documentation as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable to the Contractor upon invoice as defined in Appendix B. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.

9.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

9.3 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

9.4 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be fifteen days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County. Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Enterprise Technology Services Department  
5680 SW 87th Ave  
Miami, FL 33173

Attention: Julian Manduley

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

#### **ARTICLE 10. PROTECTION OF SOFTWARE**

10.1 Proprietary Information. The Contractor acknowledges that the software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use.

10.2 Proprietary Rights. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

10.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

10.4 Ownership. County further acknowledges that all copies of the Software in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

#### **ARTICLE 11. INSURANCE AND INDEMNIFICATION**

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workmen's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than “B” as to management, and no less than “Class V” as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation To Bid, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Bidder fails to submit the required insurance documents in the manner prescribed in this Invitation To Bid within twenty (20) calendar days after Board of Commission approval, the Bidder shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder may be prohibited from submitting future Proposal to the County in accordance with Section 1.6 of the General Terms and Conditions.

The Bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Bidder in accordance with Section 2.5 of the Special Conditions. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the Invitation To Bid; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in accordance with Section 1.0, paragraph 1.10B of the General Terms and Conditions.

**Department of Procurement Management  
Bids and Contracts Division  
111 NW 1st Street, Suite 1300  
Miami, Florida 33128-1989**

**ARTICLE 12. DEFAULT AND TERMINATION**

12.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
  
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

12.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- a) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
  
- b) In the event that the County exercises its right to terminate this Agreement for convenience only, the Contractor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  
- c) All compensation pursuant to this Article are subject to audit.

12.3 Events of Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 33 (Confidentiality) or makes an assignment in violation of Article 14 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

12.4 Effective Date of Termination. Termination due to a material breach of Articles 2 (Grant of Rights) or 33 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

12.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

**ARTICLE 13. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**(1) To the County Project Manager:**

Enterprise Technology Services Department  
5680 SW 87th Ave  
Miami, Florida 33173

Attention: Julian Manduley  
Phone: (305) 596-8610  
Fax:  
E-mail: [jmandul@miamidade.gov](mailto:jmandul@miamidade.gov)

**and to the Agreement Manager:**

Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974

Attention: Erick Martinez  
Phone: (305) 375- 1075  
Fax: (305) 375- 5688  
E-Mail: [emntez@miamidade.gov](mailto:emntez@miamidade.gov)

**(2) To the Contractor**

Attention:  
Phone:  
Fax:  
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 14. NONASSIGNABILITY**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

**ARTICLE 15. INSPECTOR GENERAL REVIEWS**

15.1 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the

Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

15.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County Agreements, throughout the duration of said Agreements, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total Agreement amount which cost shall be included in the total Agreement amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Agreement renewals and extensions.

15.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following Agreements: (a) IPSIG Agreements; (b) Agreements for legal services; (c) Agreements for financial advisory services; (d) auditing Agreements; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance Agreements; (h) revenue-generating Agreements; (i) Agreements where an IPSIG is assigned at the time the Agreement is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted Agreement at the time of award

15.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County Agreements including, but not limited to, those Agreements specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Agreements, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.

- a) Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

**ARTICLE 16. GOVERNING LAW**

This Agreement, including appendices, and all matters relating to this Agreement (whether in Agreement, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**ARTICLE 17. COUNTY USER ACCESS PROGRAM (UAP)**

17.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

17.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

17.3 Contractor Compliance. If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with this Agreement.

**ARTICLE 18. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST****a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- |                                                                                                          |                                                                                                             |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <p>1. <b>Miami-Dade County Ownership Disclosure Affidavit</b><br/>(Section 2-8.1 of the County Code)</p> | <p>2. <b>Miami-Dade County Employment Disclosure Affidavit</b> (Section 2.8-1(d)(2) of the County Code)</p> |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|

3. **Miami-Dade Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**  
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**  
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**  
(Resolution R-738-92)
14. **W-9 and 8109 Forms**  
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**  
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**  
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**  
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 19. ANNUAL APPROPRIATION**

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

#### **ARTICLE 20. SEVERABILITY**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### **ARTICLE 21. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

#### **ARTICLE 22. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 23. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the County's Project Manager will oversee the project and make all decisions required for performance under this Agreement on behalf of the County. The County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent

to any lawsuit permitted hereunder.

- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **ARTICLE 24. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

#### **ARTICLE 25. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### **ARTICLE 26. AUDITS**

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

#### **ARTICLE 27. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### **ARTICLE 28. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of

its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

#### **ARTICLE 29. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

#### **ARTICLE 30. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
  - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

### **ARTICLE 31. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION**

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

### **ARTICLE 32. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

### **ARTICLE 33. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and

provide any assistance necessary to ensure the confidentiality of the Confidential Information.

- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

#### **ARTICLE 34. PROJECTS AND SERVICES**

The parties anticipate that from time to time they will be in contact regarding the County's needs for assistance on clearly defined Projects ("Projects") in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities ("Services").

#### **ARTICLE 35. STATEMENT OF WORK**

Prior to the commencement of Services for any Project, the County and the Contractor shall mutually agree upon the terms and conditions required to complete a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement.

#### **ARTICLE 36. REVIEWING DELIVERABLES**

The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in the Scope of Services, and as specified in Appendix D "Acceptance Criteria". The Contractor understands that the County shall have final approval on all Deliverables.

In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with:

- i. a written notification of the County's approval,
- ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,
- iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The Contractor understands that failure by the County to provide a notice of approval does not constitute

approval.

Furthermore:

- a) For each Deliverable made hereunder, the County shall have ten (10) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.
- b) Unless an extension of time has been granted by the County pursuant to Article 41 "Extension of Time", within five business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.
- c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:
  - Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,
  - Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval. Any suspension of the Work under this provision shall not alter the County's right to assess liquidated damages in the event that the Work are not completed in accordance with other provisions of this Agreement.
- d) The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

#### **ARTICLE 37. DELIVERY AND INSTALLATION**

All Services to be performed against this Agreement shall be delivered and installed as defined in Appendix A "Scope of Services" and the associated Project Timeline according to the Deliverables outlined in Appendix D "Acceptance Criteria" and be paid at the frequency defined in Appendix B "Price Schedule".

#### **ARTICLE 38. SYSTEM RELATED DOCUMENTATION**

The System related Documentation ("Documentation") will consist of the applicable information pertaining to the licensed Software, Hardware, and associated components to be delivered against this Agreement. This includes but is not limited to any and all operator's and user's manuals, training materials, guides, listings, design documents, specifications, flow charts, data flow diagrams, commentary, and other materials and documents that explain the performance, function or operation of individual programs and the interaction of programs within the system; control file and scripts used to compile, link, load and/or make the applications and Systems. The Documentation will in all cases be fully applicable to the use of the System with the Designated Equipment, and will identify and reflect any particular features of the Equipment which may affect the normal use and operation of the System. The Contractor shall deliver to the said Documentation in electronic format. The County reserves the right, to make as many additional copies of the Documentation as it may deem necessary.

### **ARTICLE 39. EQUIPMENT WARRANTY**

The Contractor warrants, for a period of one (1) year from the County's Final System Acceptance, that any Software, Hardware and related components provided by the Contractor under the performance of this Agreement shall:

- (i) Be free from defects in material and workmanship under normal use and remain in good working order, wear and tear excepted;
- (ii) Function properly and in conformity with the warranties in this Agreement;
- (iii) Meet the performance standards set forth in the Scope of Work and the Original Equipment Manufacturer's published specifications.

During the Warranty Period, Contractor agrees to use all reasonable efforts and resources to provide to the County all corrections and/or modifications necessary to correct problems with the Hardware or Equipment provided by the Contractor that are reported to Contractor, at no additional cost to the price identified in the Price Schedule.

During the Warranty Period, Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the Hardware, Equipment and related Software it provides.

In the event the Contractor's Hardware or Equipment does not satisfy the conditions of performance, the Contractor's obligation is to provide repair at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof.

### **ARTICLE 40. THIRD PARTY WARRANTIES**

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractors' and suppliers' warranties and representations with respect to the Licensed Software provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in

Articles 39 "Equipment Warranty".

**ARTICLE 41. EXTENSION OF TIME**

- a. If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of Work may be extended by the County in the reasonable exercise of its discretion for such reasonable time as the County may determine, subject to the following conditions:
  - i. The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and
  - ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and
  - iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
  - iv. The Contractor has provided a written request and other information to the County, as described in subsection (d) below, within ten (10) days after the time the Contractor knows or reasonably should have known of any cause which might result in a delay for which the Contractor may request an extension of time. The Contractor shall specifically state in such notice that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the notice. If the Contractor shall fail to give the foregoing notice, the right to request an extension for such cause shall be waived. All of the conditions of this subsection (a) must be met in order to be deemed an Excusable Delay.
- b. All references in this Article to the Contractor shall be deemed to include subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.
- c. The period of any extension of time shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.
- d. The County may require the Contractor to furnish such additional information or documentation, as the County shall reasonably deem necessary or helpful in considering an extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.
- e. Within thirty (30) days of its receipt of all information and documentation as may be required by the County, the County shall advise the Contractor of its decision on such requested

extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.

- f. Since the granting of an extension of time may materially alter the scheduling plans and other actions of the County and since, with sufficient notice, the County might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in subsection (a.) (iv.) above shall be a condition precedent to the Contractor's rights hereunder.
- g. Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Services, the Contractor shall promptly give the County a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.
- h. Neither permitting the Contractor to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to Article 42 "Extension of Time Not Cumulative") nor the making of any payments to the Contractor shall compromise the County's contractual right to assess liquidated damages or to declare the Contractor in default.

#### **ARTICLE 42. EXTENSION OF TIME NOT CUMULATIVE**

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 41 "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

#### **ARTICLE 43. NO DAMAGES FOR DELAY**

The Contractor hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the County, or any of its representatives or other contractors, and agree that any such claim shall be fully compensated for by an extension of time to complete performance of the Work, as provided for in Articles 41 "Extension of Time", Article 42 Extension of "Time Not Cumulative", and "No Damages for Delay".

#### **ARTICLE 44. FORCE MAJEURE**

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to

the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war.

IN WITNESS WHEREOF; the parties have executed this Agreement effective as of the date herein set forth below.

**CONTRACTOR**

**MIAMI-DADE COUNTY**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Corporate Secretary

Clerk of the Board

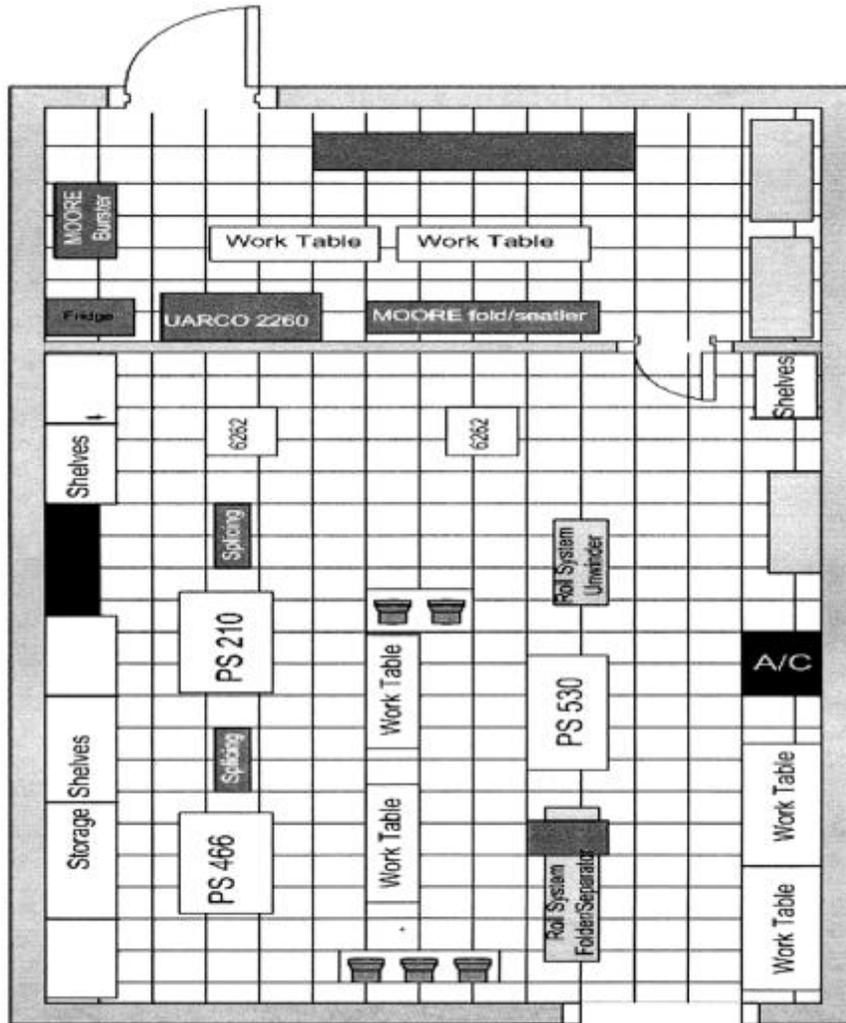
Corporate Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

# **APPENDIX A PRINT ROOM SITE DRAWING**

### APPENDIX A PRINT ROOM SITE DRAWING



**PROPOSAL SUBMISSION PACKAGE**  
**Request for Proposals (RFP) No. 000**  
**CONTINUOUS FORM HIGH-SPEED PRINTERS**

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PACKAGE completed as follows:

**1. Form A-1, Cover Page of Proposal**

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

**2. Proposer Information**

Complete the Proposer Information section following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

**3. Affidavits/Acknowledgements**

Complete and sign the following forms:

- Form A-2, Lobbyist Registration for Oral Presentations
- Form A-3, Acknowledgement of Addenda
- Form A-4, Local Business Preference
- Form A-5, Proposer's Disclosure of Subcontractors and Suppliers
- Form A-6, Fair Subcontracting Policies

**4. Form B-1, Price Proposal Schedule**

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

**5. Proposal Submission**

Submit in hardcopy format an original, complete Proposal Submission Package and nine (9) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

<p><b>Proposer's Name</b>  <b>Proposer's Address</b>  <b>Proposer's Telephone Number</b></p>	<p><b>Clerk of the Board</b>  <b>Stephen P. Clark Center</b>  <b>111 NW 1<sup>st</sup> Street, 17th Floor, Suite 202</b>  <b>Miami, FL 33128-1983</b></p>
<p><b>RFP No.: 000</b>  <b>RFP Title: Continuous Form High-Speed Printers</b>  <b>Proposal Due Date: July 000, 2011 at 2:00PM (Local Time)</b></p>	

**FORM A-1**

<b>PROPOSER'S NAME (Name of firm, entity or organization):</b>		
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>		
<b>NAME AND TITLE OF PROPOSER'S CONTACT PERSON:</b>		
Name: _____		Title: _____
<b>MAILING ADDRESS:</b>		
Street Address: _____		
City, State, Zip: _____		
<b>TELEPHONE:</b> (____) _____	<b>FAX:</b> (____) _____	<b>E-MAIL ADDRESS:</b> _____
<b>PROPOSER'S ORGANIZATIONAL STRUCTURE:</b>		
_____ Corporation      _____ Partnership      _____ Proprietorship      _____ Joint Venture _____ Other (Explain): _____		
<b>IF CORPORATION,</b>		
Date Incorporated/Organized: _____ State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
<b>PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b>		
<b>LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:</b>		
<b>CRIMINAL CONVICTION DISCLOSURE:</b>		
Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.		
<input type="checkbox"/> Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.		
<b>PROPOSER'S AUTHORIZED SIGNATURE</b>		
The undersigned hereby certifies that this proposal is submitted in response to this solicitation.		
<b>THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.</b>		
Signed By: _____		Date: _____
Print Name: _____		Title: _____

**TABLE OF CONTENTS**

The Table of Contents should outline in sequential order the major areas of the proposal. Proposers should carefully follow the order and instructions outlined below. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

**PROPOSED EQUIPMENT FUNCTIONALITY/APPROACH TO PROVIDING THE SERVICES**

1. Describe the key value-added features (products or services) that differentiate Proposer from competitors.
2. Describe how well Proposer’s response meets the Minimum Hardware Requirements detailed in Section 2.5 of the RFP. For Proposer’s convenience, we have included Section 2.5 as part of this question.

**MINIMUM HARDWARE REQUIREMENTS**

Proposers are required to complete the below chart indicating whether their Proposed solutions meets or does not meet the outlined requirements. **Proposers should provide a detailed description of how the requirement is or is not met in the “Module/Detailed Explanation” field for ALL items included in the table.** This should include a description of any work required to meet the requirement. A blank or N/A in any box will be interpreted as an "N".

The acceptable responses are as follows:

“Y” – Requirement will be FULLY met with the proposed solution (without configuration, extension(s), or modification).

“N” – Solution does not meet the requirements.

Req. #	Description	Requirement Meet (Y, N)	Describe how solution will meet requirement and any customizations or configurations that are required
1.	Variable and adjustable speeds with a minimum of 290 feet per minute.		
2.	Fully capable of operating in a simplex (two (2) independent printers) and Duplex (Twin Configuration).		
3.	All components (turn-bars or any other attachment) necessary to operate the printers as simplex or duplex mode shall be provided.		
4.	Fully compatible with the Roll System Equipment as described in Article 2.2 above or provide compatible equipment at no additional expense to the County.		
5.	Full Intelligent Printer Data Stream (IPDS) support.		

Req. #	Description	Requirement Meet (Y, N)	Describe how solution will meet requirement and any customizations or configurations that are required
6.	The printers support Gigabit, Ethernet Interface and all other connectivity requirements. Two (2) - Network Interface Cards (NIC) per printer engine are required. The County is migrating from a channel connection (bus & tag) to an Ethernet/TCPIP connection. All network components at the equipment level necessary to accomplish connection to the County's network shall be provided.		
7.	Support 240/300/600 DPI auto detection and switch.		
8.	Able to accept paper weights of: 40 to 180 g/m2 (30 lb. to 80 lb.).		
9.	Printer feeds ready to accept Roll and Box paper.		
10.	Support Form length of 4" to 28" in 1/6 increments.		
11.	Capable of supporting color printing or be upgradable as specified in Article 2.4.1.		
12.	Certified maintainable by the OEM for a minimum of eight (8) years.		
13.	All costs associated with the relocation were included in the equipment price. Relocation will be performed by the OEM.		
14.	A disaster recovery backup for the duplex printing will be provided free of charge as required on Section 2.7.		
15.	All costs associated with the old equipment removal were included in the bid price.		

### **PROPOSER'S APPROACH AND METHODOLOGY**

3. Describe P<sub>roposer's</sub> Project Management methodology and recommended strategies in performing the work/services described in the Scope of Services (Section 2.0). The Proposer shall describe its approach to project organization and management, to include the various project stages and milestones, Change of Scope management, installation and training strategies, responsibilities of Proposer's management, and necessary Proposer and County staffing.
4. The Proposer must submit a Project Plan to include approximate timeframes for all phases and key tasks to include activities such as site preparation; equipment installation, equipment acceptance testing; load and balance testing; approach to the training and post-implementation support. The Proposer should allocate sufficient time for comprehensive user acceptance testing in coordination with other required tests as required.
5. Provide a detailed description of training that is offered as part of the Proposal to the County. Provide the recommended number of on-site training hours, as well as any other type of training, including, but not limited to on-line tutorials, web seminar training (if available), training documentation, etc.

6. Provide a detailed explanation on the approach to maintenance services. Including but not limited to the Proposer's policy regarding equipment maintenance, new operating software releases, software upgrades, updates, patches, bug fixes, optional software features, etc. Specify which are included as part of the Proposer's responsel. Include approximate frequency at which equipment maintenance, updates and/or upgrades are released as well as the method for deploying such updates and/or upgrades.
7. Provide a detailed description of Proposer's technical support services including telephone and email support, response times, escalation procedures, days and hours available, etc.
8. Provide description of anything not identified in the RFP that will be required to make Proposed equipment meet the Scope of Services.

### **PROPOSER'S BACKGROUND, EXPERIENCE AND PAST PERFORMANCE**

9. Describe the Proposer's ability to meet the following qualification criteria:
  - a. Proposer must be the original equipment manufacturer (OEM) of the equipment being proposed.
10. Describe the Proposer's company background, past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Include information on how long the company has specifically provided Continuous Form High Speed Printers and the amount of company revenue associated with such equipment. Provide detailed information regarding the number of staff dedicated to the support of the Continuous Form High Speed Printers and how much is invested in research and further develop of such equipment. Provide three years of Financial Statements.
11. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) complexity in terms of project scope and team size, (iv) length of the contract, (v) statement of whether Proposer was the prime contractor or subcontractor, and (vi) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County). Client contact person, phone number, and e-mail should be provided upon request. At a minimum, detailed client and project information must be received as requested in the Proposal Submission Package.
12. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) County contact person and phone number, (iv) statement of whether Proposer was the prime contractor or subcontractor, and (v) the results of the project.
13. Provide a listing of all major Continuous Form High Speed Printers clients including public entities, and model number of the Printers each client is using.

**Must Include:**

- Name of the Agency
- Name of the Contact Person
- Contact Person's Phone Number
- Contact Person's E-mail Address

Time Period Utilized Was Utilized

### **KEY PERSONNEL AND SUBCONTRACTORS PERFORMING SERVICES**

14. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants and shall include the work to be performed by the key personnel. Describe experience, qualifications and other vital information of all key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
15. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
16. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
17. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

**Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal. The County reserves the right to approve or reject any proposed personnel after their resumes, references and background checks are reviewed.**

### **PROPOSED PRICING**

18. The Proposer's price shall be submitted on Attachment 2, Form B-1 "Price Proposal Schedule" in the manner required on said attached form. All pricing must include **all cost elements** of the System being proposed.

### **EXCEPTIONS TO TERMS**

19. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

# **FORMS A2-A6**

FORM A-2
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: \_\_\_\_\_ Project No.: \_\_\_\_\_
(2) Department: \_\_\_\_\_
(3) Proposer's Name: \_\_\_\_\_
Address: \_\_\_\_\_ Zip: \_\_\_\_\_
Business Telephone: (\_\_\_\_) \_\_\_\_\_

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Table with 4 columns: NAME, TITLE, EMPLOYED BY, TEL. NO. and 6 rows of blank lines for entry.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_
STATE OF \_\_\_\_\_
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_,
by \_\_\_\_\_, a \_\_\_\_\_, who is personally known
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)
(Name of Acknowledger typed, printed or stamped)
(Title or Rank) (Serial Number, if any)

2/7/05

Revised

FORM A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

- Addendum #1, Dated \_\_\_\_\_, 200\_\_
Addendum #2, Dated \_\_\_\_\_, 200\_\_
Addendum #3, Dated \_\_\_\_\_, 200\_\_
Addendum #4, Dated \_\_\_\_\_, 200\_\_
Addendum #5, Dated \_\_\_\_\_, 200\_\_
Addendum #6, Dated \_\_\_\_\_, 200\_\_
Addendum #7, Dated \_\_\_\_\_, 200\_\_
Addendum #8, Dated \_\_\_\_\_, 200\_\_
Addendum #9, Dated \_\_\_\_\_, 200\_\_

PART II:

\_\_\_\_\_ No Addendum was received in connection with this solicitation.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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



By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2009. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: \_\_\_\_\_

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_,  
(Date)

by \_\_\_\_\_ He/She is personally known to me or has  
(Affiant)  
presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary) (Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal

**FORM A-5**

**SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)**

Name of Proposer \_\_\_\_\_

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature of Proposer's Authorized Representative

Print Name

Print Title

Date

(Duplicate if additional space is needed)  
Form A-5(new 5/7/99)

**FORM A-6**  
**FAIR SUBCONTRACTING POLICIES**  
*(Ordinance 97-35)*

**FAIR SUBCONTRACTING PRACTICES**

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

\_\_\_\_\_

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: \_\_\_\_\_

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

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

# **FORM B-1**

# **PRICE PROPOSAL SCHEDULE**

**FORM B-1 - PRICE PROPOSAL SCHEDULE  
CONTINUOUS FORM HIGH-SPEED PRINTERS**

**INSTRUCTIONS:**

The Proposer’s price shall be submitted on this Form B-1 “Price Proposal Schedule”. Proposer is requested to fill in the applicable blanks on this form. All pricing must include **all cost elements** including but not limited to software licenses, implementation services, testing, training, warranty, integration, maintenance, support, travel and professional support services provided in the Proposal response.

**A. PROPOSED PRICE**

The Proposer shall state its price for providing all minimum and desired services as stated in Section 2.0 - Scope of Services. The pricing submitted below shall be used to evaluate Proposers.

**TOTAL PROPOSED PRICE FOR THE INITIAL FOUR (4) YEAR TERM:**

**METHOD A (new equipment):** \$ \_\_\_\_\_

**METHOD B (used equipment):** \$ \_\_\_\_\_

**B. BREAKDOWN OF PROPOSED PRICE**

The Proposer shall provide a breakdown of the “Proposed Price” stated in Section A, above, as provided for in the tables below. Items that are not applicable shall be identified as “N/A”; items that are at no charge to the County shall be identified as “N/C”.

**METHOD A  
NEW CONTINUOUS FORM HIGH SPEED PRINTERS**

ITEM	QTY EA	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
ITEMS 1A THROUGH 1E ARE FOR INFOMATIONAL POUPOSES ONLY				

ITEM	QTY EA	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
1A	1 system	One system composed of two (2) Continuous Form High Speed Printers:  <b><u>Brand name and model number:</u></b>	\$ _____	
1B	1 (For two printers)	Total trade in allowance for the two (2) existing printers OCE S466 and S530:	(\$ _____)	
1C	1 system	Total Purchase price for the system of two (2) printers, after deduction of the total trade-in allowance (1A-1B):	\$ _____	
1D		Proposed APR for financing Required for Item 1C:	_____ %	
1E	1	Total interest for four (4) years:	\$ _____	
ITEM	QTY EA	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
<b>ITEMS 1F THROUGH 1L WILL BE USED FOR EVALUATION</b>				
1F	1 system	Total Financed Price for the system of two (2) printers including interest. (1C + 1E), payable on a yearly basis, per Section 2.9:		\$ _____
1G	1 installation	Installation of the system of two (2) printers as detailed in Section 2.13 and 2.14:		\$ _____
1H	1 training	Training required as detailed in Section 2.16:		\$ _____
1I	Per 1000 feet	Mileage rate (per 1000 feet):	Mileage rate (per 1000 feet)	<b>Extended Total</b> (Mileage Rate x 188 million for four years)
		The annual usage is estimated at 47 million. The estimated usage for the 48 month term of the contract is 188 million:  Note: Mileage rate shall be paid monthly based on actual usage:	\$ _____  Monthly Charge ((Mileage Rate * estimated usage of 47 million) / 12):	\$ _____



**METHOD B - USED  
CONTINUOUS FORM HIGH SPEED PRINTERS**

ITEM	QTY EA	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
<b>ITEMS 1A THROUGH 1E ARE FOR INFOMATIONAL POUPOSES ONLY</b>				
1A	1 system	One system composed of two (2) Continuous Form High Speed Printers:  <b><u>Brand name and model number:</u></b>	\$ _____	[Hatched Area]
1B	1 (For two printers)	Total trade in allowance for the two (2) existing printers OCE S466 and S530:	(\$ _____)	
1C	1 system	Total Purchase price for the system of two (2) printers, after deduction of the total trade-in allowance (1A-1B):	\$ _____	
1D	1	Proposed APR for financing Required for Item 1C:	_____ %	
1E		Total interest for four (4) years:	\$ _____	
<b>ITEMS 1F THROUGH 1L WILL BE USED FOR EVALUATION</b>				
1F	1 system	Total Financed Price for the system of two (2) printers including interest. (1C + 1E):		\$ _____
1G	1 installation	Installation of the system of two (2) printers as detailed in Section 2.13 and 2.14:		\$ _____
1H	1 training	Training required as detailed in Section 2.16:		\$ _____
1I	Per 1000 feet	Mileage rate (per 1000 feet):	Mileage rate (per 1000 feet)	<b>Extended Total</b> (Mileage Rate x 188 million for four years)
		The annual usage is estimated at 47 million. The estimated usage for the 48 month term of the contract is 188 million:	\$ _____	\$ _____

ITEM	QTY EA	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		Note: Mileage rate shall be paid monthly based on actual usage:	Monthly Charge ((Mileage Rate * estimated usage of 47 million) / 12): \$ _____	
1J	48 months	Monthly charge for 24X7 Hardware Maintenance and support on existing peripherals (Roll System Folder Cutter model 800162 serial number 18223 and a Roll Systems Unwinder model 800152, serial number 4326):	Monthly Charge \$ _____	<b>EXTENDED TOTAL</b> (48 x Monthly Charge) \$ _____
1K	Kg Qty 7,600Kg	<u>Yearly Consumables</u> Toner, price per Kilogram (1900Kg per year * 4 years = 7,600Kg):	Price Per Kilogram \$ _____	<b>Extended Total</b> (Price per Kilogram x Kg Qty) \$ _____
1L	1,040 Kg	Developer, price per Kilogram (260Kg per year * 4 years = 1,040Kg):	\$ _____	\$ _____
		<b>TOTAL PRICE METHOD B: (ITEMS 1F – 1L )</b>		\$ _____

**\* Note: Total Proposed Price shall be equal to the Proposed Price stated in Section A above.**

**C. OTR MAINTENANCE AND SUPPORT SERVICE FEES**

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 1 - Maintenance and Technical Support Service Fees Contract Year 5	\$	
OTR 2 - Maintenance and Technical Support Service Fees Contract Year 6	\$	
OTR 3 - Maintenance and Technical Support Service Fees - Contract Year 7	\$	
OTR 4 - Maintenance and Technical Support Service Fees - Contract Year 8	\$	
<b>OTR 1 thru 4 - Maintenance and Technical Support Service Fees (Years 5 thru 8)</b>		\$

**D. OPTIONAL PRODUCTS/SERVICES**

The Proposer shall state its price for providing all Optional Products and Services as provided for in the table below. **These prices should not be included in the Proposer’s Total Proposed Price.** Unless otherwise negotiated by County and selected Proposer, these rates will remain in effect for the duration of any contract issued as a result of this RFP, including all option-to-renew periods and extensions exercised by the County.

Item	Qty: EA	Description	Price EA.	Extension
2A	4 years	For Items 2A and 2B, see section 3.3.2 of the Technical Specifications:  Maintenance of Duplex Printer (OCE model DCS210 Duplex Printer serial number 70134) for backup purposes only. Monday through Friday, 8 AM to 5 PM only),	\$ _____	\$ _____
2B	1	Alternate, equivalent to DCS210 equipment, to be used as back up, inclusive of maintenance M-F, 8 AM – 5 PM) for the four (4) year - Note: If the OEM does not charge separately for the alternate equipment proposed, including maintenance, state “0” in the pricing section.	\$ _____	\$ _____
2C	1	Color Upgrade Kit. See Section 3.3.1	\$ _____	\$ _____
2D	1	Yearly Maintenance for color Upgrade Kit.	\$ _____	\$ _____

**E. OPTIONAL PROFESSIONAL SERVICES**

SERVICE	PROPOSED HOURLY RATE				
	Initial 4-year Contract Term	OTR 1	OTR 2	OTR 3	OTR 4
Project Manager	\$				
Trainer	\$				
On-Site Training (Per Day)	\$				
Other (List Professional Title)	\$				

SERVICE	PROPOSED HOURLY RATE				
	Initial 4-year Contract Term	OTR 1	OTR 2	OTR 3	OTR 4
	\$				
	\$				

Note: Compensation to the selected Consultant for Optional Professional Services shall be based on the projects assigned. The selected Proposer shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project.

**F. COUNTY USER ACCESS PROGRAM (UAP)**

*Joint purchase and entity revenue sharing program*

For the County’s information, the Proposer is requested to indicate, at ‘1’ and ‘2’ below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP). Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the Proposer’s expression of general interest in ‘1’ and ‘2’ below is for the County’s information only and **shall not be binding** on the Proposer.

1. If awarded a contract as a result of this RFP, would Proposer be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?

Yes\_ No\_\_\_

and

2. If awarded a contract as a result of this RFP, would Proposer be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?

Yes\_ No\_\_\_

**Proposer:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_