

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No.

Contract
 Re-Bid Other
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQGI1400001
 TERM OF CONTRACT: 20 MONTHS YEAR(S) OTR

Requisition /Project Title: Social Media Solutions

Description: The Community Information Outreach Department is requesting to procure Social Media Solutions by accessing GS-35F-0265X.

Issuing Department: Internal Services
 Contact Person: Dakota Thompson
 Phone: 305-375-2356

Estimate Cost: \$50,000.00

Funding Source: GENERAL
FEDERAL
OTHER

xxxxx

ANALYSIS

Commodity Codes: 920-45

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

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	Immix Technology, Inc.		
Small Business Enterprise:			
Contract Value:	\$50,000	\$	\$

Comments:

Continued on another page (s): YES NO

RECOMMENDATIONS

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

Basis of recommendation:

Signed: Dakota Thompson, CPPB
 Date sent to SBD: 7/28/14

Date returned to DPM:

RECEIVED
 DEPT. BUSINESS DEV.
 2014 JUL 28 PM 1:57

**NON-COMPETITIVE REVIEW
SUMMARY**

Action: Request to Access Contract GS-35F-0265X

Requisition No.: RQGI1400001

Committee/Committee Date: N/A

* DPM internal Processing due date:

Projected BCC Date: *(If applicable)*

Purpose of the Acquisition:

The purpose of this acquisition to establish a contract to allow the Miami-Dade Community Information and Outreach Department to procure social media solution, provided by ImmixTechnology, Inc.

Recommended Action: Establish a contract with ImmixTechnology, Inc, to provide the Community Information and Outreach Department with the ability to purchase the Hootesuite social media solution by accessing GS-35F-0265X contract.

Contract Term: 20 months (August 2014 – March 2, 2016)

Contract Amount: \$50,000

Background:

Community Information and Outreach (CIAO) Department has been tasked with the centralized, enterprise-wide management of social media to include County departments and elected officials. As an information provider, social media is a critical communication channel for Miami-Dade County. It makes essential conversations with residents, businesses, visitors and other local governmental entities. Currently, the County manages several accounts on Facebook, Twitter, Instagram, LinkedIn, Google+Pages, and Wordpress.

The County is turning to social media as a vehicle for increasing government accessibility and transparency. Social networks have been leveraged for everything including keeping citizens informed about services and events and making them aware of emergencies and more. Citizens have responded positively, finding the County's social media channels to be a quick and convenient way to request government services, provide feedback and have conversations with knowledgeable staff in order to get the answers they need.

CIAO is interested in obtaining a social media management solution that would effectively assist the County in streamlining campaigns across social networks. Various County departments can then collaboratively monitor, engage and measure the results of social campaigns from one secure web-based dashboard.

Market Research:

Market Research has revealed that HootSuite Social Media Solution, provided by HootSuite Media, Inc meets the requirements for the County. The solution can be purchased under contract # GS-35F-0265X, that was competitively solicited and awarded to ImmixTechnology, Inc. Other vendors were identified; Cision, Sendible and SproutSocial that offer similar products but could not meet the needs of the County.

Recommendation:

It is recommended that this request to access the GS-35F-0265X contract be approved to allow CIAO the ability to procure the social medial social solution provided by ImmixTechnology, Inc.

Dakota Thompson
Contracting Officer

July 18, 2014
Date

Hootsuite Media, Inc.
37 Dunlevy Avenue
Vancouver, British Columbia
Canada, V6A 3A3

immixTechnology Rider to Product Specific License Terms and Conditions (for U.S. Government End Users)

1. **Scope.** This Rider and the attached Hootsuite Media, Inc. ("Manufacturer") product specific license terms establish the terms and conditions enabling immixTechnology ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under immixTechnology's GSA MAS IT70 contract number GS-35F-0265X (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and immixTechnology agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with federal law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101 *et seq.*), the Prompt Payment Act (31 U.S.C. §§ 3901 *et seq.*), the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 15), DOJ's jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ)), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent any Attachment A Terms are inconsistent with federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
 - a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA ORDER ADM 4800.2G (Feb 2011), as may be revised from time to time.
 - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 2000) (Deviation I – SEPT 2010), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
 - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
 - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by federal law, they will not apply to this Rider or the underlying Schedule Contract.
 - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
 - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
 - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- l) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included verbatim (not by reference) in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any. All Manufacturer Specific Terms that incorporate third party terms by reference are hereby superseded.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that ImmixTechnology as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.
- s) **Public Access to Information.** immixTechnology agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
- t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.

- u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.
 - v) **Ownership of Derivative Works.** Provisions purporting to vest exclusive ownership of all derivative works in the licensor of the standard software on which such works may be based are superseded. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the GSA Customer shall receive unlimited rights to use such derivative works at no further cost.
3. **Order of Precedence/Conflict.** To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

**ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

HOOTSUITE MEDIA, INC.

HOOTSUITE MEDIA, INC. LICENSE, WARRANTY AND SUPPORT TERMS

1.0 APPLICATION

- 1. **Access.** Subject to the terms and conditions of this Attachment A, Contractor hereby grants to the Ordering Activity a non-exclusive, revocable license to access and use the Services in accordance with the terms and conditions of this Attachment A, for the Ordering Activity's own internal business purposes only.
- 2. **Restrictions.** The Ordering Activity must not:
 - 1. reverse engineer, de-compile, hack, disable, disrupt, interfere with, disassemble, copy, decrypt, reassemble, supplement, translate, adapt or enhance any of the Services or the hardware or software used to provide the Services;
 - 2. upload to or transmit from the Services any content or anything else that (if reproduced, published, transmitted or used) may:
 - 1. be defamatory, threatening, abusive, harassing, hateful, obscene, pornographic, harmful or invasive of anyone's privacy, or excessively violent,
 - 2. violate any law including Intellectual property, privacy or other laws; or
 - 3. give rise to civil or other liability
 - 3. upload to or transmit from the Services any data, file, software or link that contains or redirects to a virus, Trojan horse, worm or other harmful component;
 - 4. interfere with the Services or any third party's use of the Services; or
 - 5. authorize or encourage any third party to do any of the above.
- 3. **No Other Rights.** All rights not expressly granted in this Attachment A are reserved by Contractor. For clarity, nothing in this Attachment A will be construed as granting the Ordering Activity any ownership, security, right in any intellectual property, or other rights in or relating to any or all of the Services.
- 4. **Security.** The Ordering Activity must keep its password and user name for the Services confidential. The Ordering Activity must not allow any third party access or use its user name, password or account for the Services. The Ordering Activity is solely responsible and liable for all activity conducted through its account in connection with the Services. If the Ordering Activity becomes aware of or reasonably suspect any security breach, including any loss, theft or unauthorized disclosure or use of its password or account, the Ordering Activity must immediately report the actual or suspected security breach to Contractor through HootSuite.

2.0 SERVICES

- 1. **Services.** Provided that the Ordering Activity complies with its obligations under this Attachment A, Contractor through HootSuite will provide the Services to the Ordering Activity. Contractor through HootSuite may use third party contractors

to provide some or all of the Services. The Services may be provided using servers and other equipment located in any country including Canada, the United States and elsewhere.

2. **Restriction.** The Ordering Activity must not resell, transfer or otherwise provide any of the Services to any third party.
3. **HootSuite Employees/Contractors.** The Ordering Activity will not directly or indirectly at any time during the term of Services or for 12 months thereafter:
 1. induce or encourage any employee or contractor of Contractor or HootSuite to leave his or her employment or engagement with Contractor or HootSuite; or
 2. employ, attempt to employ, assist any person to employ, or retain as a consultant or contractor, any employee or contractor or former employee or contractor of Contractor or HootSuite;

without Contractor or HootSuite's prior written consent.
4. **Downtime.** Contractor through HootSuite will use commercially reasonable efforts to keep the Services available 24 hours a day, 7 days a week; however, the Services may occasionally be unavailable due to routine maintenance, emergency maintenance, upgrades, hardware and software malfunctions, repairs, power outages, hackers, denial of service attacks and unforeseeably large service demands. Where reasonably possible, Contractor through HootSuite will provide the Ordering Activity with prior notice of any scheduled service interruptions.
5. **HootSuite SLA for Enterprise Users**

Types of Problems	Response Time	Est. Resolution Time
Technical Instructions	Same business day if before 2pm PST	Within 2 business days from last customer response
Known Problems	Same business day if before 2pm PST	Prioritize fix and keep client informed of progress
Account Issues (Ownership etc.)	Same business day if before 2pm PST	Within 2 business days from last customer response

Maximum 8 tickets/day per user

For unresolved technical/downtime problems not including browser issues, issues with 3rd party network connectivity, or issues outside of Contractor through HootSuite's control, 1/30 of monthly fee will be refunded for each 24 hours of verifiable downtime.

Note that response time only apply to support tickets s filed through <http://hootsuite.com/help>. Ordering Activity must be logged in to your premium user account when filing a ticket for these SLA terms to apply. Response times for emails, tweets, or other social network posts may differ, and are not part of this SLA.

3.0 PROPRIETARY RIGHTS

1. **Ordering Activity Data.** As between the parties, the Ordering Activity solely owns all the Ordering Activity's data in the Services (the "Ordering Activity Data"). Contractor through HootSuite may manipulate, format, display, transmit and otherwise use that data as necessary to perform its obligations under this Attachment A and to provide the Services to the Ordering Activity.
2. **Services.** As between HootSuite and Ordering Activity, all intellectual property rights (past, present and future) in and to the Services, and all technology, deliverables and other work product created in connection with the Services, are and will remain vested solely in HootSuite. Nothing in this Attachment A will be construed as limiting or prohibiting HootSuite from, or requiring HootSuite to, create any new releases, upgrades, enhancements or modifications of or to, the Services.

Any supplemental software code, documentation, or other material provided to Ordering Activity as part of the Services, whether in written or digital format, will be considered part of the Services and subject to the terms and conditions of this Attachment A. With respect to information Ordering Activity provides to HootSuite as part of the provision of Services by HootSuite, Ordering Activity agrees that HootSuite may use such information for its business purposes, including for product support and development, on the condition that HootSuite not utilize such information in a form that personally identifies Ordering Activity.

4.0 TERM AND TERMINATION

1. **Term.** The Services will commence on the Effective Date and continue for the Initial Term described in Authorization Form unless terminated.
2. **Effect of Termination.** Upon termination of the Services for any reason:
 1. the Ordering Activity will immediately cease all use of the Services;

immixTechnology, Inc.

a subsidiary of  Immix Group.

2. the Ordering Activity will have no further access to its account in the Services;
3. the Ordering Activity will pay Contractor all unpaid amounts owing to Contractor;

5.0 REPRESENTATIONS AND WARRANTIES

Mutual Representations and Warranties. Each party represents and warrants to the other, in respect of itself, that it has the requisite capacity to enter into and be bound by this Attachment A and to fulfill its obligations to the other party on the terms and conditions set forth in this Attachment A.



INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES

Justification/Input Document for Non-Competitive Acquisition

It is the policy of Miami-Dade County to consistently purchase goods and services using full and open competition. The citizens of Miami-Dade County are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes consultation with Internal Service Department's procurement staff can help avoid delays and facilitates effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of the County, appropriate justification for that course of action must be submitted to ISD for approval and execution in order to waive the competitive bid/proposal process.

Please provide the information requested below to support the need and feasibility for waiving the competitive bid/proposal process:

Department:	Community Information and Outreach		
Contact Person:	Angelica Suarez	Phone Number:	305-375-4572
Requisition No.:	xx	Estimated Value:	\$50,000
Proposed Vendor:	Immix Technology, Inc.		
Previous Contract Number:	N/A	Previous Contract Value:	N/A

Purpose of the Purchase

Please describe your minimum requirements and the benefits of making the acquisition.

As an information provider, social media is a critical communication channel for Miami-Dade County. The Community Information and Outreach (CIAO) Department has been tasked with the centralized, enterprise-wide management of social media to include County Departments and elected officials. CIAO is in need of procuring a social media management solution that would provide Miami-Dade County with the ability to streamline the implementation of social media campaigns across networks such as Facebook, Twitter, Instagram, LinkedIn, Google+ Pages, WordPress and others. County Departments would be able to collaboratively plan, monitor, engage and measure results of social campaigns from one secure, web-based dashboard rather than through current means that are overly reliant on manual processes and fragmented systems. For example, presently many Departments are using less advanced versions of popular social media management tools. Given the current structure, access to the County's social media accounts can be compromised in the event an employee leaves the organization. Moreover, a recent survey revealed that the organization's social media managers are using various, unrelated products to carry out their Department's social media activity. HootSuite, TweetDeck, Bitly, Twuffer, Followerwonk, and Unfollowers.me are examples of some of these tools.

An enterprise level platform would enable an administrator to not only provision access on an individualized basis strengthening the security of social media management; it would also streamline the facets of the functions the above-mentioned social media management tools perform.



**INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES**

Best Interest of the County / Uniqueness of Product

Please provide a detailed description as to why a waiver of formal bidding is in the County's best interest (e.g., product standardization, compatibility, proprietary access or distributorship, how vendor is uniquely qualified to provide the needed product or service, etc.). Please note that a lack of advance planning is not an acceptable justification for a non-competitive acquisition.

Miami-Dade County's population is increasingly interacting with the County via social media tools such as Facebook, Twitter, Instagram, LinkedIn, Google+ Pages, WordPress and others. Additionally, County Departments are turning to social media to enhance citizen engagement as well as government accessibility and transparency. Social networks have been leveraged for everything from keeping citizens informed about services and events to informing them of public safety emergencies and more. Citizens have responded positively, finding the County's social media channels to be a quick and convenient way to request government services, provide feedback and have conversations with knowledgeable staff such as public information officers, 3-1-1 knowledge base specialists and other frontline employees in order to get the answers they need in near real time.

Although several products in the market offer many of the features we require such as team collaborations and workflows; bulk scheduling; publishing dashboards; audience demographics; issue tracking and more, only one product was identified as offering all those features plus an integrated tracking feature that automates campaign reporting. Other solutions rely on hashtags which are manual and inexact ways of tracking campaign performance. Additionally, HootSuite Enterprise's secure profiling as well as its 24-7 support available through multiple modes – live chat, email and even Twitter – makes it uniquely valuable in crisis communication situations. Finally, HootSuite also has a large library of online tutorials that can be accessed from any device at any time facilitating rapid deployment across the enterprise.

It is in the best interest of the County to piggy-back off the Federal contract to purchase the solution under contract # GS-35F-0265X which was competitively solicited and awarded to ImmixGroup, Inc. The product has been in use by many Federal agencies for several years.

Market Research

Please describe your market research and the results thereof. This should include a description of other, similar sources or products available in the market if any and why they are not acceptable.

Market Research has revealed that HootSuite Social Media Solution, provided by HootSuite Media, Inc. not only meets the requirements of the County but is the only solution that provides an integrated tracking feature that automates campaign reporting. In addition, HootSuite offers secure profiling and 24-7 support across multiple modes – live chat, email and even Twitter – which makes it uniquely valuable to Miami-Dade County in crisis communication situations.

Proposed Actions

Please describe the actions the department will take to overcome the present barriers to competition prior to any future acquisitions of this product or service.

The Department will continue to conduct market research for future acquisitions.



Department Director's Approval

7.11.14

Date Approved

Walters, Vivian (ISD)

From: Thompson, Dakota (ISD)
Sent: Monday, July 28, 2014 12:38 PM
To: Walters, Vivian (ISD)
Subject: DBD DEPARTMENT INPUT
Attachments: Justification Input-Social Media Solution.pdf; Contract Summary.doc; Agreement.pdf; DBD DEPARTMENT INPUT.doc

Vivian,

Hope you had a great weekend. Please see the attached documents requesting access to an existing contract.

Thanks,

Dakota Thompson, CPPB
Procurement Contracting Officer 2
Internal Services Department
Procurement Management Services
111 NW 1st Street, Suite 1300
Miami, FL 33128

Phone: (305)-375-2356
E-mail: dakota@miamidade.gov



Miami Dade County is a public entity and subject to Chapter 119 of the Florida Statutes concerning public records. E-mails messages are covered under such laws and thus subject to disclosure. All e-mails sent and received are captured by our servers and kept as a public record.