

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No. N/A

Re-Bid
 Other (Government Access)

LIVING WAGE APPLIES: __YES __X__NO

Requisition/Project No: RQLB1200006 **TERM OF CONTRACT:** Two-year (2) term with three (3) one (1) year OTR's

Requisition/Project Title:- EMC Storage Upgrade, Maintenance and Support Services

Description: The Miami-Dade Public Library System (MDPLS) currently runs a production EMC data storage environment for MDPLS-wide systems and applications. The EMC System (System) consists of hardware and software located at the main MDPLS facility at 101 West Flagler St., Miami, FL 33130. In order to meet the growing resource needs of MDPLS and customer applications the EMC System configuration requires an increase and upgrade in the amount of available storage capacity. A capacity upgrade to the existing environment is necessary to continue optimal performance of the System. In addition, to the EMC upgrade, continued maintenance support of the existing EMC System equipment and software that MDPLS currently operates is required. The maintenance on the existing EMC System equipment and software has or will soon expire.

User Department(s): Miami-Dade Public Library System

Issuing Department: Internal Services Department **Contact Person:** Santiago A. Pastoriza **Phone:** 305-375-4552

Estimated Cost: \$150,000 **Funding Source:** Library District Funds **REVENUE GENERATING:** No

ANALYSIS

Commodity/Service No: 93921		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here X if this is a New Contract/Purchase with no Previous History			
	EXISTING	2ND YEAR	3RD YEAR
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 _____

Date to SBD: 07/26/2012

Date Returned to ISD: _____

RECEIVED
 DEPT. BUSINESS DEV.
 2012 JUL 26 PM 3: 55



BID NO.: RQLB1200006

OPENING: 2:00 P.M.
 , 2012

**MIAMI-DADE COUNTY, FLORIDA
I N V I T A T I O N
T O B I D**

TITLE:

EMC STORAGE UPGRADE, MAINTENANCE AND SUPPORT SERVICES

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:	N/A
CATALOGUE AND LISTS:.....	N/A
CERTIFICATE OF COMPETENCY:	2.14
EQUIPMENT LIST:	N/A
EXPEDITED PROCUREMENT PROGRAM (EPP):	N/A
INDEMNIFICATION/INSURANCE:	2.11
PRE-BID CONFERENCE/WALK-THRU:.....	N/A
SMALL BUSINESS ENTERPRISE MEASURE:	2.2
SAMPLES/INFORMATION SHEETS:.....	N/A
MDPHASECTION 3:.....	N/A
SITE VISIT/AFFIDAVIT:.....	N/A
USER ACCESS PROGRAM:.....	2.21
WRITTEN WARRANTY:	2.19
LIVING WAGE:.....	N/A

FOR INFORMATION CONTACT:

SANTIAGO A. PASTORIZA, 305-375-4552, SPASTOR@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- Read this entire document and handle all questions in accordance with Section 1, Paragraph 1.2(D).
- Failure to complete the certification regarding local preference on bid submittal form in section 4 shall render the vendor ineligible for local preference.
- Failure to sign bid submittal form in section 4 will render your bid non-responsive.



INVITATION TO BID

Bid Number: RQLB1200006

Title: EMC Storage Upgrade, Maintenance and Support Services

Procurement Contracting Officer: Santiago A. Pastoriza

Bids will be accepted until 2:00 p.m. on _____,

At the:

Procurement Management
Vendor Assistance Section
Stephen P. Clark Center
111 NW 1st Street, 13th Floor
Miami, Florida 33128-1983

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-1530.

Instructions:

- The ISD/PM Vendor Assistance Unit business hours are 8:00am to 5:00pm, Monday through Friday. Additionally, the Unit is closed on holidays observed by the County.
- Each Bid submitted shall have the following information clearly marked on the face of the envelope:
 - The Bidder's name
 - The Bidder's return address
 - The Bid number
 - The Bid opening date
 - The title of the Bid
- All Sealed Informal Bids received time and date stamped by the Internal Services Department, Procurement Management Division (ISD/PM) prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by ISD/PM after the bid submittal deadline will be evaluated by ISD/PM, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.
- Included in the sealed envelope or container submit an original and two copies of the Bid Submittal, the required Affidavits, plus attachments if applicable.
- The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/dpm/solicitationlist.aspx).

Failure to comply with the submittal instructions may result in your Bid not being considered for award.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

ISD/PM – shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/ISD/PM

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128. Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit** (Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit** (County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification** (Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit** (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
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** (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending 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** (Ordinance 97-104)
13. **Environmentally Acceptable Packaging** Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "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 ISD/PM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor 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**
Pursuant to 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 vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1
GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the 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 Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidadecounty.gov.
2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust 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 or the Public Health Trust shall be forty-five (45) 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 or the Public Health Trust, 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 Mayor, 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 or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of ISD/PM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder 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 Administrative Order No.3-21.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

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- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual Item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of ISD/PM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, Issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder 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 Administrative Order No.3-21.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's 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 the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder 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 be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder 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.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the

competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the 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 the 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 bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) 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.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 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 dependant 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 Mayor 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.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation 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.

SECTION 2
SPECIAL CONDITIONS

2.1 PURPOSE

The Miami-Dade Public Library System (MDPLS) currently runs a production EMC data storage environment for MDPLS-wide systems and applications. The EMC System (System) consists of hardware and software located at the main MDPLS facility at 101 West Flagler St., Miami, FL 33130. In order to meet the growing resource needs of MDPLS and customer applications the EMC System configuration requires an increase and upgrade in the amount of available storage capacity. A capacity upgrade to the existing environment is necessary to continue optimal performance of the System. In addition, to the EMC upgrade, continued maintenance support of the existing EMC System equipment and software that MDPLS currently operates is required. The maintenance on the existing EMC System equipment and software has or will soon expire.

2.2 SMALL BUSINESS CONTRACT MEASURES: BID PREFERENCE**2.3 PRE BID CONFERENCE – INTENTIONALLY OMMITTED****2.4 TERM OF CONTRACT**

This contract will commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award letter, which is distributed by the Internal Services Department and contingent upon the completion and submittal of all required bid documents. This contract shall remain in effect for two (2) years provided that the services rendered during the contract period are satisfactory and that County funding is available as appropriated on an annual basis and upon completion of the expressed and/or implied warranty period.

2.5 OPTION TO RENEW

The initial contract terms and conditions resultant from this solicitation shall prevail for an initial two (2) year period from this contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for three (3) additional (1) year periods. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County

Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall affect that vendor's eligibility for future contracts.

2.6 METHOD OF AWARD

Award of this contract will be made to the lowest priced, responsive, responsible vendor on a group-by-group basis. To be considered for award for a given group, the vendor shall offer prices for all items within the given group. The County will then select the vendor for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a vendor fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

SECTION 2
SPECIAL CONDITIONS

2.7 PRICES

If the bidder is awarded a contract under this solicitation, the prices proposed by the bidder shall remain fixed and firm during the term of the contract.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT – INTENTIONALLY OMITTED**2.9 EQUAL PRODUCT – INTENTIONALLY OMITTED****2.10 LIQUIDATED DAMAGES – INTENTIONALLY OMITTED****2.11 INDEMNIFICATION AND INSURANCE**

Provider 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 Provider or its employees, agents, servants, partners principals or subcontractors. Provider 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. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider 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, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 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 \$300,000 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:

SECTION 2
SPECIAL CONDITIONS

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 Financial Services 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: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st 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.

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor 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 vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor 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 solicitation; 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 vendor in accordance with Section of this solicitation.

2.12 BID GUARANTY – INTENTIONALLY OMMITTED

2.13 PERFORMANCE BOND – INTENTIONALLY OMMITTED

SECTION 2
SPECIAL CONDITIONS

2.14 CERTIFICATIONS

The bidder must be a certified EMC Corporation authorized reseller/business partner. The bidder must provide evidence that it is an authorized reseller/business partner by providing a copy of their EMC Velocity Certificate with their bid submission.

2.15 METHOD OF PAYMENT

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- Request for Quotation Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order or the request for quotation.
- Location and date of delivery of goods, services or property

○ Failure to Comply:

- Failure to submit invoices in the prescribed manner will delay payment

SECTION 2
SPECIAL CONDITIONS

2.16 SHIPPING TERMS

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative **at their respective offices.**

2.17 DELIVERY REQUIREMENTS

All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

2.18 BACK ORDER ALLOWANCE

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor; the vendor shall insure that such back orders are filled within five (5) calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.19 WARRANTY REQUIREMENTS

The bidder shall guarantee that all equipment that will be provided from this contract award will perform as specified (satisfaction guarantee) in Section 3 "Technical Specifications". The County requires this "satisfaction guarantee" or the equipment will be replaced within five (5) days of notification to the vendor unless otherwise agreed.

The written one (1) year warranty shall be submitted with the equipment delivery and shall take effect upon completion of the installation. The vendor may be required to submit

SECTION 2
SPECIAL CONDITIONS

warranty coverage information during any mutually agreed system evaluation or request for quotation (RFQ) period. At such time the vendor shall be given fifteen (15) calendar days to submit the information. Failure to meet this requirement may result in rejection of the offer. The vendor hereby agrees to investigate any or all complaints resulting from items and/or services supplied by the vendor and must agree to accept the return of any items and/or services not found acceptable. Credits shall be either by check or a credit memorandum, whichever method is selected by the County.

I. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its product and/or service against faulty labor and/or defective material for a minimum one (1) period as unless otherwise agreed in writing by the County. This warranty requirement shall remain in force for the full period identified above; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

II. Correcting Defects Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within ten (10) days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.20 CONTACT PERSON

For any additional information or questions regarding the terms and conditions of this solicitation and resultant contract, please contact: Santiago A. Pastoriza, Procurement Contracting Officer via email at spastor@miamidade.gov with a copy to the Clerk of the Board at clerkBCC@miamidade.gov. Administrative Order 3-27, Cone of Silence, prohibits oral communication regarding a bid during the period the Cone is in effect.

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE

USER ACCESS FEE

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract 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 contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by

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SPECIAL CONDITIONS

County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract 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.

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 Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor 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 successful vendor 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.

Miami-Dade County shall have no liability to the vendor 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 vendor and shall be paid by the ordering entity less the 2% UAP.

VENDOR COMPLIANCE

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

SECTION 2
SPECIAL CONDITIONS

2.23 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

The County has listed the items within each Group in Section 4 of this solicitation which are most frequently utilized by County departments for the purpose of evaluation and awarding bidder(s) in each Group. It is understood that the County may purchase any products that are available under the given program associated with each Group during the term of this contract. Under these circumstances, a County representative will contact the awarded bidder to obtain a price quote for such items. Further, it is understood and agreed that the County may purchase subsequent product releases or replacement products and/or services from the awarded bidder(s).

2.24 MANNER OF PERFORMANCE

The bidder(s) shall provide the County with products or services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all products or services described herein and to full and prompt cooperation by the bidder(s) in all aspects of the products or services.

The bidder(s) agrees that at all times it will employ, maintain and assign to the performance of the products or services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The bidder(s) agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

The bidder(s) warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and certifications as necessary to perform the products or services described herein, in a competent and professional manner.

The bidder(s) shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the products or services.

2.25 CONTRACTUAL PERSONNEL

All bidders' personnel shall be considered to be, at all times, employees of the Bidder. The County may require bidders 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. The bidders alone shall be responsible for their employees' compensation and benefits of any kind, including but not limited to, federal, state and local withholding taxes, FICA, MICA and any and all other applicable taxes. The County reserves the right to approve or disapprove any changes in bidder's personnel during performance under this Contract.

Bidders' personnel shall observe and comply with County procedures and, if required by the County, shall wear identification provided by the County.

2.26 DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY BIDDER

SECTION 2
SPECIAL CONDITIONS

The bidder shall be responsible for filing, processing and collecting all damage claims against the shipper.

2.27 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.28 FURNISH AND INSTALL REQUIREMENTS

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required to the satisfactory completion of the project.

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 OBJECTIVE

The Miami-Dade Public Library System (MDPLS) currently runs a production EMC data storage environment for MDPLS-wide systems and applications. The EMC System (System) consists of hardware and software located at the main MDPLS facility at 101 West Flagler St., Miami, FL 33130. In order to meet the growing resource needs of MDPLS and customer applications the EMC System configuration requires an increase and upgrade in the amount of available storage capacity. A capacity upgrade to the existing environment is necessary to continue optimal performance of the System. In addition, to the EMC upgrade, continued maintenance support of the existing EMC System equipment and software that MDPLS currently operates is required. The maintenance on the existing EMC System equipment and software has or will soon expire.

3.2 BACKGROUND

MDPLS currently utilizes the EMC NS-480 that scales to 480 drives and provides the capacity and performance required to consolidate most of the MDPLS business application storage onto a single unified system. MDPLS has relied in the capability of this unified storage system for integrated file and block storage for both file management for Windows and Linux/UNIX environments. Additionally, the Fiber Channel (FC) and Internet Small Computer System Interface (iSCSI) connectivity feature has supported several MDPLS critical business applications including but not limited to MS Exchange, MS SQL databases and VMware.

MDPLS expects that the upgraded EMC Celerra NS-480 can add processing and capacity to meet identified growing business needs.

The EMC Celerra NS-480 supports a wide variety of connectivity options. MDPLS expects the upgrades to support current business applications that require NAS, iSCSI, and FC connectivity. MDPLS plans for the EMC Celerra NS-480 to consolidate file and block storage, bring stranded application servers under control, and provide simplified administration.

3.3 CURRENT SYSTEM CONFIGURATION

EMC Hardware

QTY	Hardware Asset	Model	Maintenance Expiration Date
1	CLARiiON	CX4-480	01/12/2013
1	Celerra	NS482-A	01/12/2013
1	Avamar	AVMRACKG3	03/14/2013
2	Switch	DS-5100B	01/11/2013
1	Centera	Gen 4	07/21/2011

EMC Software

QTY	Software Asset	Maintenance Expiration Date
74	PowerPath/VE	09/28/2012
1	SNAPVIEW FOR CX4-480	09/29/2012

SECTION 3
TECHNICAL SPECIFICATIONS

QTY	Software Asset	Maintenance Expiration Date
1	FAST SUITE FOR CX4-480	09/29/2012
8	Data Protection Advisor 1 TB	01/11/2013
1	AVAMAR 1 TB	01/11/2013
1	NS AntiVirus	12/22/2012
1	NS480 ACCOMPANYING ISCSI LICENS	12/22/2012
1	CELERRA NS-480 CIFS LICENSE	12/22/2012
1	NAVI MANAGER LICENSE NS-480 240 DRIVES	12/22/2012
1500	SourceOne	07/12/2011
4	CENTERA GOVERNANCE	09/29/2013

3.4 GROUP A - HARDWARE AND SOFTWARE UPGRADE REQUIREMENTS

MDPLS has identified the operational need to upgrade the existing EMC Celerra NS480 System. This upgrade will be awarded through Group A of this solicitation. The following is a list of the equipment, software, and services required to undertake a capacity upgrade to the existing EMC data storage System.

A.) Hardware

QTY	Product ID	Description
4	CX4-4PDAE	EMC 4G DAE FACTORY OR FIELD INSTALL
61	CX-4G15-300U	EMC 300GB 15K 4GB FC 520BPS UPGRADE
4	SFP-HSSDC2-5M	EMC SFP 5M CABLE
10	FC2-HSSDC-8M	EMC HSSDC-8M FC COPPER CABLE
1	PS-BAS-UPDAEB	EMC STANDARD DAE/DISK UPGRADE
2	PS-BAS-UPDAE	EMC STANDARD DAE/DISK UPGRADE MODULE
1	PSUPGD-BCDBS	EMC BSERIES DEPARTMENTAL SWITCH UPGR
2	PS-BAS-UPGSW	GENERIC SWITCH OR BLADE UPGRADE
2	DS5100B-8G8PU	EMC DS-5100B 8G 8PORT UPGRADE KIT

B.) Software

QTY	Product ID	Description
1	UTIL-WIN	EMC WIN S/W UTILITIES AND DOC
1	S1-EM-EXCHNG	S1 EM EXCHANGE MEDIA KIT
1	S1-SPT-PREM	S1 FOR MS SPT STRG MGMT PREMIUM KIT
600	456-103-794	S1 FOR MS SPT STOR MGMT PREM

C.) Services

QTY	Product ID	Description
2	PS-BAS-PMBLK	EMC COMMERCIAL PMGMT 4HRS QS
2	PS-BAS-SABLK	EMC COMMERCIAL SA 4HOURS QS
1	PS-BAS-S1	EMC-SOURCEONE IMP UPTO 1,500 USER QS

SECTION 3
TECHNICAL SPECIFICATIONS

5	CE-S1CLASS	EMC SOURCEONE CLASSROOM/ONLINE TRNIN
---	------------	--------------------------------------

D.) Support

QTY	Product ID	Description
2	M-ENHSWL-002	ENHANCED SOFTWARE SUPPORT 12 Months

3.5 MAINTENANCE AND WARRANTY

Bidders shall provide ongoing maintenance and support services for the required equipment beyond the initial one year warranty period. Bidders are required to provide the pricing for the ongoing maintenance and support services in their bid response for the initial contract term and any optional years to renew.

3.5 INSTALLATION REQUIREMENTS

The awarded Vendor will need to confirm that EMC services personnel will be available to work closely with designated MDPLS storage management personnel to review scope of work to be performed for the particular environment during the configuration period. The following tasks include, but are not limited to, expected work to be performed:

- Provision storage, based on industry and Library standardized procedures detailed in a Project "Work Book". This Work Book will be developed by EMC and Library staff with final approval by Library staff that will detail all configuration, calculations, and standards.
- Responsible for configuration, layout, and performance tuning of the existing storage infrastructure including the new addition as a result of the upgrade so that existing and new can function optimally together.
- Plan, coordinate, and be responsible for the execution of the business continuity during the upgrade process. This also includes disaster recovery plans to ensure that no data is lost in production environment before and after the upgrade processes.
- Perform necessary storage infrastructure planning to cover current and future growth for the next three years in storage needed for Library applications utilizing EMC storage.
- Responsible for configuration and layout of storage infrastructure.
- Provide knowledge transfer to Library personal as part of the installation to cover the following areas including but not limited to:
 - Daily operational tasks to maintain the EMC environment.
 - Basic troubleshooting and preventative maintenance tasks.
 - Administration tasks.
- Recommend changes to current procedures for the existing EMC storage that result in operational optimization as part of the upgrade process.
- Provide root cause review on problems in the EMC environment as needed.
- Provide input in the design of the implementation and cut-over plans with Library staff.
- Designs the EMC Enterprise Storage Network/Storage Area Network solution or alternatively, validates a Library provided design of such solution. The following items that are included but not limited to this task are:
 - Fabrics and VSANs
 - A relevant IP addressing scheme to fit the solution

SECTION 3
TECHNICAL SPECIFICATIONS

- Relevant naming conventions
- Fabric zoning
- Volume/Logical Unit Network (LUN) access
- Volume security
- Data migration considerations

3.6 GROUP B – MAINTENANCE AGREEMENTS FOR EXISTING EQUIPMENT

Due to the critical nature of the of the existing EMC data storage system, it is imperative that all equipment be on vendor supported maintenance agreements. Most of the maintenance agreements on the current existing equipment has already or will soon expire. Bidders are required to provide the pricing for the ongoing maintenance agreements for the existing equipment in their bid response.

The selected bidder shall provide hardware/firmware/software parts, maintenance and updates, to existing hardware, which shall include but not be limited to the following:

- 24 x 7 x 365 phone/online support.
- Firmware/Software updates as provided by the vendor.
- Provide 4 hour or less onsite response time for emergency failures.
- Next-business-day replacement parts.
- Provide parts, telephone and online support. The term “Parts” means items such as storage processors, hard drives, controllers, power supplies, replacement fabric switches if necessary, or any part necessary to keep the hardware at full operational status.

It is the County’s preference to realign the maintenance and support for the EMC System to be coterminous to avoid multiple renewal dates throughout the term. Bidders are requested to provide pricing for all components requiring support and prorate those renewal dates to reflect one streamlined maintenance program for the County expires on September 29, 2013.

3.7 ONGOING MAINTENANCE AND SUPPORT SERVICES

Bidders are required to provide the pricing for the ongoing software and hardware maintenance and support services in their bid response for the initial contract term and any optional years to renew.

The proposed maintenance and support shall include but not be limited to the following:

- 24 x 7 x 365 phone/online support.
- Firmware/Software updates as provided by the vendor.
- Provide 4 hour or less onsite response time for emergency failures.
- Next-business-day replacement parts.
- Provide parts, telephone and online support. The term “Parts” means items such as storage processors, hard drives, controllers, power supplies, replacement fabric switches if necessary, or any part necessary to keep the hardware at full operational status.

SECTION 3
TECHNICAL SPECIFICATIONS

3.7 CONTRACTOR QUALIFICATION REQUIREMENTS

Bidders are required to provide the required documentation outlined within Section 2.14, confirming their status as an certified EMC Corporation authorized reseller/business partner with the bid submission package.

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
Procurement Management
Vendor Assistance Section
Stephen P. Clark Center
111 NW 1st Street, 13th Floor
Miami, Florida 33128-1983

OPENING: 2:00 P.M.

, 2012



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: _____ Date Issued: _____ This Bid Submittal Consists of _____ Pages through _____

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Title:

A Bid Deposit in the amount of _____ of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of _____ of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: _____	
Procurement Contracting Officer I _____	

FIRM NAME _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

**SECTION 4
BID SUBMITTAL FOR:**

FIRM NAME: _____

4.1 BUSINESS SUMMARY

Please check indicate YES or NO to confirm your company's ability to represent EMC Corp.

PARTNER AUTHORIZATION AND QUALIFICATIONS	YES	NO
1) Vendor confirms authorization and training to represent EMC products, factory installation and maintenance support services defined under Section 3 Technical Specifications by providing a copy of their EMC Velocity Certificate.		
2) Vendor acknowledges their understanding that installation services as defined under sections 3.5.0 will be provided by EMC factory Engineers or support staff. The Vendor further agrees to assist in the coordination to obtain these required services by MDPLS staff as an authorized EMC partner or reseller		
3) Vendor agrees to provide all necessary Certificate(s) of insurance in accordance with section 2.11 of this solicitation.		

NOTE: ANSWERING NO TO ANY OF THE ABOVE OR FAILURE TO PROVIDE THE SUPPORT DOCUMENTS REFERENCED SHALL RENDER VENDORS BID SUBMITTAL NON-RESPONSIVE

4.2 PRICING

Instructions: Bidders should complete the appropriate pricing tables for each Group listed below. Bidders must provide prices for all items in which they wish to be considered for award. For items included as part of the price submission, please indicate "Included" or "No Charge" (N/C). Bidders that do not provide prices for all items may be considered non-responsive.

4.2.1 GROUP A –EMC NS-480 UPGRADE

HARDWARE				
ITEM	QTY	PRODUCT ID	DESCRIPTION	UNIT PRICE
1	4	CX4-4PDAE	EMC 4G DAE FACTORY OR FIELD INSTALL	\$
2	61	CX-4G15-300U	EMC 300GB 15K 4GB FC 520BPS UPGRADE	\$
3	4	SFP-HSSDC2-5M	EMC SFP 5M CABLE	\$

SECTION 4
 BID SUBMITTAL FOR:

FIRM NAME: _____

HARDWARE				
ITEM	QTY	PRODUCT ID	DESCRIPTION	UNIT PRICE
4	10	FC2-HSSDC-8M	EMC HSSDC-8M FC COPPER CABLE	\$
5	1	PS-BAS-UPDAEB	EMC STANDARD DAE/DISK UPGRADE	\$
6	2	PS-BAS-UPDAE	EMC STANDARD DAE/DISK UPGRADE MODULE	\$
7	1	PSUPGD-BCDBS	EMC BSERIES DEPARTMENT SWITCH UPGRADE	\$
8	2	PS-BAS-UPGSW	GENERIC SWITCH OR BLADE UPGRADE	\$
9	2	DS5100B-8G8PU	EMC DS-5100B 8G 8PORT UPGRADE KIT	\$
SOFTWARE				
ITEM	QTY	PRODUCT ID	DESCRIPTION	UNIT PRICE
10	1	UTIL-WIN	EMC WIN S/W UTILITIES AND DOC	\$
11	1	S1-EM-EXCHNG	S1 EM EXCHANGE MEDIA KIT	\$
12	1	S1-SPT-PREM	S2 FOR MS SPT STRG MGMT PREMIUM KIT	\$
13	600	456-103-794	S1 FOR MS SPT STOR MGMT PREM	\$
SERVICES				
ITEM	QTY	PRODUCT ID	DESCRIPTION	UNIT PRICE
14	2	PS-BAS-PMBLK	EMC COMMERCIAL PMGMT 4HRS QS	\$
15	2	PS-BAS-SABLK	EMC COMMERCIAL SA 4HOURS QS	\$
16	1	PS-BAS-S1	EMC-SOURCEONE IMP UPT TO 1,500 USER QS	\$

**SECTION 4
BID SUBMITTAL FOR:**

FIRM NAME: _____

HARDWARE				
ITEM	QTY	PRODUCT ID	DESCRIPTION	UNIT PRICE
17	5	CE-S1CLASS	EMC SOURCEONE CLASSROOM/ONLINE TRAINING	\$

SUPPORT				
ITEM	QTY	PRODUCT ID	DESCRIPTION	UNIT PRICE
18	2	M-ENHSWL-002	EMC ENHANCED SOFTWARE SUPPORT 12 MONTHS (for items 10 - 13)	\$

4.2.2 GROUP B MAINTENANCE AGREEMENTS FOR EXISTING EQUIPMENT

Bidders are requested to provide pricing for all components requiring support and prorate those renewal dates to reflect one streamlined maintenance program for the County that expires on September 29, 2013.

ITEM	QTY	Hardware Asset	Model	Maintenance Expiration Date	Desired Expiration Date	Prorated Maintenance Fee
19	1	CLARiiON	CX4-480	01/12/2013	09/29/2013	\$
20	1	Celerra	NS482-A	01/12/2013	09/29/2013	\$
21	1	Avamar	AVMRACKG3	03/14/2013	09/29/2013	\$
22	2	Switch	DS-5100B	01/11/2013	09/29/2013	\$
23	1	Centera	Gen 4	07/21/2011	09/29/2013	\$

EMC Software

ITEM	QTY	Software Asset	Maintenance Expiration Date	Desired Expiration Date	Prorated Maintenance Fee
24	74	PowerPath/VE	09/28/2012	09/29/2013	\$
25	1	SNAPVIEW FOR CX4-480	09/29/2012	09/29/2013	\$
26	1	FAST SUITE FOR CX4-480	09/29/2012	09/29/2013	\$
27	8	Data Protection Advisor 1 TB	01/11/2013	09/29/2013	\$
28	1	AVAMAR 1 TB	01/11/2013	09/29/2013	\$
29	1	NS AntiVirus	12/22/2012	09/29/2013	\$

SECTION 4
BID SUBMITTAL FOR:

FIRM NAME: _____

ITEM	QTY	Software Asset	Maintenance Expiration Date	Desired Expiration Date	Prorated Maintenance Fee
30	1	NS480 ACCOMPANYING ISCSI LICENS	12/22/2012	09/29/2013	\$
31	1	CELERRA NS-480 CIFS LICENSE	12/22/2012	09/29/2013	\$
32	1	NAVI MANAGER LICENSE NS-480 240 DRIVES	12/22/2012	09/29/2013	\$
33	1500	SourceOne	07/12/2011	09/29/2013	\$
34	4	CENTERA GOVERNANCE	09/29/2013	09/29/2013	\$

SECTION 4
BID SUBMITTAL FOR:

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____



Bid Title:

Pursuant to Miami-Dade County Ordinance 94-34, any individual, 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 (10) years shall disclose this information at the time of bid or proposal submission.

Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest 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 _____

B. If awarded this County contract, would you 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 _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. ____/____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)

*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."

Print Name: _____ Title: _____

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 ABOVE 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.



APPENDIX

AFFIDAVITS INFORMAL BIDS

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent 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.
This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed 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 of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

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	(Principal Owner) Race

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

Prime Contractor/Respondent's Signature _____ Print Name _____ Print Title _____ Date _____
(Duplicate if additional space is needed) FORM 100

Walters, Vivian (RER)

From: Pastoriza, Santiago (ISD)
Sent: Thursday, July 26, 2012 12:51 PM
To: Walters, Vivian (RER)
Subject: Small Business Contract Measures
Attachments: SBD Input Doc-Project Measure Worksheet.doc; EMC - ITB MA Comments.doc

Good afternoon Vivian,

Can you please review the attached Bid and advise what measures should be added?

Kind regards,

Santiago A. Pastoriza

Internal Services Department (Procurement)
Miami-Dade County
Office: (305) 375-4552
E-mail: spastor@miamidade.gov

"Delivering Excellence Every Day"

*Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records.
E-mail messages are covered under such laws and thus subject to disclosure.*

Walters, Vivian (RER)

From: Pastoriza, Santiago (ISD)
Sent: Thursday, July 26, 2012 4:39 PM
To: Walters, Vivian (RER)
Subject: FW: Small Business Contract Measures
Attachments: SBD Input Doc-Project Measure Worksheet.doc

Good afternoon Vivian,

The revised document is attached.

Kind regards,

Santiago A. Pastoriza
Internal Services Department (Procurement)
Miami-Dade County
Office: (305) 375-4552
E-mail: spastor@miamidade.gov

"Delivering Excellence Every Day"

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

From: Pastoriza, Santiago (ISD)
Sent: Thursday, July 26, 2012 12:51 PM
To: Walters, Vivian (RER)
Subject: Small Business Contract Measures

Good afternoon Vivian,

Can you please review the attached Bid and advise what measures should be added?

Kind regards,

Santiago A. Pastoriza

Internal Services Department (Procurement)
Miami-Dade County
Office: (305) 375-4552
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