

# Memorandum



**Date:** October 3, 2019

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

Agenda Item No. 8(F)(20)

**Subject:** Recommendation for Additional Expenditure Authority to Contract No. BW7944-0/23,  
OPEX Falcon RED 72 Processors

Resolution No. R-1038-19

## Recommendation

It is recommended that the Board of County Commissioners (Board) authorize additional expenditure authority in the amount of \$151,500 under *Contract No. BW7944-0/23, OPEX Falcon RED 72 Processors*, on behalf of the Miami-Dade County Finance Department, Tax Collector's Office. The County awarded this contract under delegated authority on September 10, 2018 to OPEX Corporation (OPEX) for a four-year and six-month term. The Tax Collector's Office utilizes this contract to obtain automation equipment inclusive of software licensing, maintenance, software support and repair services.

The Finance Department currently has two OPEX Falcon RED 72 processors. This equipment opens mail, extracts checks and stubs, and sorts documents. It also images and processes tax bills, payments stubs, vehicle registrations and returned mail sent to the Miami-Dade Tax Collector's Office.

The addition of this equipment will reduce preparation time and increase the scanning accuracy of all tax correspondence for Ad Valorem, Auto Tag, Local Business Tax, daily mail, returned mail and Check-21 electronic deposits. Further, it will eliminate several manual processes for extracting and scanning payment documents. Approval of this modification is necessary to ensure replacement of AS3600 scanners which are antiquated.

## Scope

The scope of this item is countywide in nature.

## Fiscal Impact/Funding Source

The contract term expires on March 6, 2023. The contract has a current cumulative allocation of \$289,951. If this request is approved, the contract will have a modified cumulative allocation of \$401,451. The requested allocation represents the cost of the new equipment (\$80,610), maintenance and support services for the new equipment (\$97,726) for a term of four years, and a credit of \$26,840.

Department	Existing Cumulative Allocation	Additional Allocation Requested	Modified Cumulative Allocation	Funding Source	Contract Manager
Finance	\$249,951	\$151,500	\$401,451	Proprietary Funds	Peter Cam
<b>Total:</b>	<b>\$249,951</b>	<b>\$151,500</b>	<b>\$401,451</b>		

## Track Record/Monitor

Margaret Brown of the Internal Services Department is the Procurement Officer.

## Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation, renewal and extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

**Awarded Vendor**

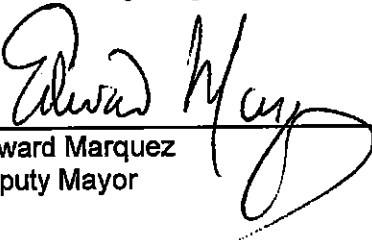
<b>Vendor</b>	<b>Principal Address</b>	<b>Local Address</b>	<b>Principal</b>
OPEX Corporation	305 Commerce Drive Moorestown, NJ	None	Dave Stevens

**Due Diligence**

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

**Applicable Ordinances and Contract Measures**

- The two percent User Access Program provision applies where permitted by the funding source.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage does not apply.



Edward Marquez  
Deputy Mayor



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** October 3, 2019

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(20)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(20)  
10-3-19

RESOLUTION NO.    R-1038-19

RESOLUTION AUTHORIZING ADDITIONAL EXPENDITURE AUTHORITY IN AN AMOUNT UP TO \$151,000.00 FOR A MODIFIED TOTAL CONTRACT AWARD OF \$401,451.00 OF CONTRACT NO. BW7944-0/23 FOR PURCHASE OF OPEX FALCON RED 72 PROCESSORS FOR THE MIAMI-DADE FINANCE DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.**    This Board authorizes additional expenditure authority in an amount up to \$151,000.00 for a modified contract award of \$401,451.00 of Contract No. BW7944-0/23 for the purchase of Opex Falcon Red 72 Processors for the Finance Department.

**Section 2.**    This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of Contract No. BW7944-0/23 pursuant to Section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38. A copy of the contract document is on file with and available upon request from the Internal Services Department, Strategic Procurement Division.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 3<sup>rd</sup> day of October, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

**Linda L. Cave**

By: \_\_\_\_\_  
Deputy Clerk



Approved by County Attorney as  
to form and legal sufficiency.

Hugo Benitez

**Supplemental Agreement No. 1**

Contract Number: **BW7944-0/23**

Contract Title: **OPEX FALCON RED 72 PROCESSORS**

Contractor: **OPEX CORPORATION**  
**305 Commerce Drive**  
**Moorestown, NJ 08057-4234**

Whereas, the County has acquired software, hardware, and maintenance support services from the Contractor under the subject Contract and Contract No. SS7944-5/20, and;

Whereas, the County desires to consolidate all software, hardware, and maintenance support services from the Contractor into a single contract; and;

Whereas, the Contractor has agreed to such consolidation;

Now therefore, the parties hereby agree that Contract No. BW7944-0/23 shall be amended as follows:

1. The following article shall be amended as follows:

**ARTICLE 4. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

This Article is revised to change the stated total pre-tax amount of Two hundred forty-nine thousand nine hundred fifty and 31/100 dollars (\$249,950.31) to the revised pre-tax amount of Four hundred one thousand four hundred forty six and 78/100 dollars (401,446.78).

2. The following article shall be updated to include the following additional language:

**ARTICLE 6. MAINTENANCE SUPPORT FEES**

The following paragraph is added to Article 6:

For the Deliverables consisting of one (1) new Falcon unit (serial number will be determined upon delivery) and one (1) new Model 72 unit (serial number will be determined upon delivery) that will be purchased by the County pursuant to this Supplemental Agreement, the on-call maintenance services period is for the remaining term of this Contract after expiration of the thirty (30) day warranty period as provided under Article 11 of the Agreement. For avoidance of doubt, the expiration date of this Contract is April 20, 2023. For the Deliverables consisting of two (2) AS3600 units (serial number A0446; A0453) and two (2) Model 51 units (serial number 12759; 12758) which are currently owned by the County and operated at the site listed in Exhibit A (updated below), Contractor will provide Maintenance and Support Services for the duration of the Maintenance and Support period as set forth in Appendix B-1.

3. The following paragraph shall be added under the first paragraph of this Article 8. The first paragraph to be labeled 8a, following 8b below:

**ARTICLE 8. METHODS AND TIMES OF PAYMENT**

8b. For the Deliverables consisting of one (1) new Falcon unit (serial number will be determined upon delivery) and one (1) Model 72 unit (serial number will be determined upon delivery) that will be purchased by the County pursuant to this Supplemental Agreement, the total for both the Equipment and only the first year's Maintenance Support Fees set forth

under Item A of Appendix B- 1 titled "Price Schedule" shall be invoiced by Contractor under one (1) single invoice following delivery of the Equipment and full and complete payment for both the Equipment and prorated initial annual period Maintenance Support Fees shall be remitted by the County in full and in accordance with the payment period as set forth in this Article 8. Additionally, Contractor shall invoice for option year 2 through option year 4's Maintenance Support Fees based on the prepayment annually in advance payment option, per year, as provided under Item B of Appendix B- 1 titled "Price Schedule". Full and complete payment for each option year period of the Maintenance Support Fees shall be remitted by the County in full and in accordance with the payment period as set forth in this Article 8.

**4. The following article shall be added to this Contract:**

**ARTICLE 46. OPEX EQUIPMENT TRADE-IN ALLOWANCE INFORMATION**

The Contractor shall provide a one-time trade-in credit amount of \$7,000.00 for the purchase of one (1) new Falcon unit and one (1) new Model 72 unit and the trade-in of one (1) AS3600 unit and one Model 51 unit. The Contractor and the County will establish a schedule for the Contractor to take possession of the one (1) AS3600 / Model 51 units, but this must be accomplished within ninety (90) days of installation of the one (1) new Falcon unit and one (1) new Model 72 unit. For reference purposes, the trade-in credit includes the cost of the Contractor removing the AS3600 unit and Model 51 unit from the County's site.

The County shall independently and solely be responsible, at its own cost, for removing any and all information that may be stored on any hard drives contained within the existing OPEX AS3600 equipment prior to the Contractor removing such equipment from the County's equipment site.

**5. The attached Appendix B-1, Price Schedule is added to Contract to reflect the County's purchase:**

- one (1) new OPEX Falcon unit integrated with one (1) new OPEX Model 72 unit
- incorporate the Maintenance and Support Services for this new units
- incorporate the Maintenance and Support Services for equipment formerly purchased under Contract No. SS7944-5/20

**6. The attached Exhibit A – Designated Equipment, Receiving Maintenance and Support Services is updated to replace the existing table in its entirety with the following:**

Designated Equipment Model / Serial No.	Serial Number	Designated Equipment Site
FALCON BASE MACHINE WITH CORRUGATOR (NA) 120V	2 Units (serial number FA08089 and FA08090)  3 <sup>rd</sup> Unit - To Be Determined	200 NW 2nd Avenue, Suite 295 Miami FL 33128
Model 72 Base /With Milling Top Cutter (NA) 110V	2 Units (serial number 19015 and 19016)  3 <sup>rd</sup> unit – To Be Determined	200 NW 2nd Avenue, Suite 295 Miami FL 33128
Model AS3600	2 Units s/n A0446, A0453	200 NW 2nd Avenue, Suite 295 Miami FL 33128
Model 51	2 Units s/n 12759, 12758	200 NW 2nd Avenue, Suite 295 Miami FL 33128

All terms, covenants and conditions of the original Contract and any amendments or supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. BW7944-0/23 and the effective date shall be the date of the last of the below listed parties' signature of this Supplement Agreement ("Supplemental Agreement Effective Date").

**OPREX Corporation**

**Miami-Dade County**

By: [Signature]

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

Name: Winnie W. Chow

Name: Carlos A. Gimenez

Title: Asst. Dir., Corp. & Legal Affairs

Title: Mayor

Date: August 5, 2019

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

Attest: [Signature]  
Treasurer

Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal :

Approved as to form  
and legal sufficiency  
[Signature]  
Assistant County Attorney

**APPENDIX B-1 – PRICE SCHEDULE**

**A. ADDITIONAL EQUIPMENT AND MAINTENANCE**

The County agrees to purchase one (1) new Falcon unit integrated with one (1) new Model 72 unit as provided under this Appendix B-1 on the Supplemental Agreement Effective Date.

QTY	DESCRIPTION	OPEX LIST	SELL PRICE	LINE TOTAL
1	FALCON BASE MACHINE WITH CORRUGATOR (NA) 120V	41,615.75	41,615.75	\$ 41,615.75
1	FALCON WINDOWS 10 64 BIT W/BITLOCKER	Included	-	-
1	FALCON MICR (PLUS)	4,959.13	4,959.13	\$ 4,959.13
1	FALCON REAR STANDARD PRINTER ONLY	639.06	639.06	\$ 639.06
1	M72 BASE W/ MILLING TOP CUTTER 110V	31,697.50	31,697.50	\$ 31,697.50
1	ASM   M72   FRAME   ADJ HGT   110V   US   LIFT SYSTEM OPT   SA	2,914.13	2,914.13	\$ 2,914.13
1	***Service : FALCON BASE MACHINE WITH CORRUGATOR (NA) 120V	2,826.51	2,826.51	\$ 2,826.51
1	***Service : FALCON MICR+ ANNUAL LICENSE FEE	344.48	344.48	\$ 344.48
1	***Service : SERVICE FOR MODEL 72	1,177.36	1,177.36	\$ 1,177.36
1	TRADE-IN ALLOWANCE: AS3600-Model 51	-7,000.00	-7,000.00	\$ -7,000.00
1	**FREIGHT-COMMON CARRIER	1,436.61	1,436.61	\$ 1,436.61
	30 Day Warranty Period; Installation; Standard Operator Training; and Programming of 3 Jobs* (Per Falcon Unit)	Included	Included	Included
EQUIPMENT, (USD)				\$ 74,825.57
(***)SERVICE, (USD)				\$ 4,348.35
(**)FREIGHT ,(USD)				\$ 1,436.61
TOTAL, (USD)				\$80,610.53

\*The purchase price for each Falcon unit of Equipment includes the programming of three (3) jobs by Contractor. The cost of programming additional jobs is \$200.00, per job, per unit of Falcon Equipment.

\*\*These are estimated freight charges and are subject to change without notice. The actual freight charges will be determined on the actual date of shipment which may be higher or lower than the freight costs listed in this Agreement.

\*\*\*The above listed Maintenance and Support Services fees are only for the initial prorated period commencing from the expiration of the Equipment's 30 Day warranty period through June 30, 2020 which are based on the prepayment annually in advance payment option. Please refer to Item B below for the annual Maintenance and Support Services for one (1) new Falcon unit integrated with one (1) new Model 72 unit (# To Be Determined) service, for the period commencing from the start of option year 2 until April 20, 2023.

**Estimated Delivery Date** - The estimated shipment date shall be one hundred eighty (180) Days after Contractor receives a fully executed of this Supplemental Agreement together with the corresponding firm equipment purchase order from the County. Contractor will provide a firm shipment date within seven (7) business days after Contractor receives both the fully executed of this Supplemental Agreement and firm equipment purchase order.

**B. OPTIONAL: ADDITIONAL YEARS OF MAINTENANCE SERVICE FOR ADDITIONAL EQUIPMENT LISTED BELOW:**

The quoted On-Call Maintenance fees, per additional year, quoted below are the maximum price increases and are based on prepayment annually in advance payment option for Contractor's standard week day hours, Monday through Friday, 7AM-3PM, site local time, excluding Contractor holidays. Contractor will invoice for maintenance during each of the remaining years of this Agreement either the cap amount quoted below or the then current year's published rate, whichever is less. Please take note that the above price caps shall not apply to Contractor's service rates for weekend and/or holiday coverage. Upon conclusion of contract term ending on April 20, 2023, all subsequent annual service and license rates will be based on Contractor's then current published rates.

The service and license rates listed below specifically pertains only to the following equipment.

QTY	OPTION YEARS SERVICE DESCRIPTION	OPEX LIST PRICE	SELL PRICE	LINE TOTAL
1	Service: FALCON BASE MACHINE WITH CORUGATOR (NA) 120V*	6,787.36	6,787.36	\$ 6,787.36
1	Service: FALCON MICR+ ANNUAL LICENSE FEE*	827.20	827.20	\$ 827.20
1	Service: MODEL 72*	2,827.21	2,827.21	\$ 2,827.21
1	Service: AS3600 BASE MACHINE**	10,653.43	10,653.43	\$10,653.43
1	Service: MODEL 51**	2,980.59	2,980.59	\$ 2,980.59
1	Service: AS3600 1D SOFTWARE ANNUAL LICENSE FEE**	221.88	221.88	\$ 221.88
OPTION YR 2 SERVICE TOTAL: 7/1/2020 – 6/30/2021 (USD)				\$24,297.67

QTY	OPTION YEARS SERVICE DESCRIPTION	OPEX LIST PRICE	SELL PRICE	LINE TOTAL
1	Service: FALCON BASE MACHINE WITH CORUGATOR (NA) 120V*	7,059.34	7,059.34	\$ 7,059.34
1	Service: FALCON MICR+ ANNUAL LICENSE FEE*	859.92	859.92	\$ 859.92
1	Service: MODEL 72*	2,940.71	2,940.71	\$ 2,940.71
1	Service: AS3600 BASE MACHINE**	11,079.81	11,079.81	\$11,079.81
1	Service: MODEL 51**	3,100.22	3,100.22	\$ 3,100.22
1	Service: AS3600 1D SOFTWARE ANNUAL LICENSE FEE**	230.06	230.06	\$ 230.06
OPTION YR 3 SERVICE TOTAL: 7/1/2021 – 6/30/2022 (USD)				\$25,270.06

QTY	OPTION YEARS SERVICE DESCRIPTION	OPEX LIST PRICE	SELL PRICE	LINE TOTAL
1	Service: FALCON BASE MACHINE WITH CORUGATOR (NA) 120V*	6,031.22	6,031.22	\$ 6,031.22
1	Service: FALCON MICR+ ANNUAL LICENSE FEE*	734.66	734.66	\$ 734.66
1	Service: MODEL 72*	2,512.66	2,512.66	\$ 2,512.66
1	Service: AS3600 BASE MACHINE**	9,257.41	9,257.41	\$ 9,257.41
1	Service: MODEL 51**	2,590.06	2,590.06	\$ 2,590.06
1	Service: AS3600 1D SOFTWARE ANNUAL LICENSE FEE**	192.20	192.20	\$ 192.20
OPTION YR 4 SERVICE TOTAL: PRORATED PERIOD - 7/1/2022 - 4/20/2023 (USD)				\$21,318.21
OPTION YRS 1-4* TOTAL (USD)				\$97,726.58
ADDITIONAL EQUIPMENT AND MAINTENANCE TOTAL (ITEM A ONLY)** (USD)				\$ 80,610.53
TOTAL (USD)				\$ 178,337.11
OPTION YR 1 (PAID)				(-26,840.64)
TOTAL (USD)				\$ 151,496.47
<b>TOTAL CONTRACT VALUE***: \$ 401,446.78</b>				

\* The County and Contractor mutually understand that payments for Appendix B-1 are due annually for Maintenance and Support Services fees (including the applicable annual software licensing fees) for the periods as specified in Item B of Appendix B-1.

\*\*Additional Equipment and Maintenance Totals are based on the fees listed under Item A of this Appendix B-1 to the Supplement.

\*\*\*The total contract value represents the pre-tax total under this Appendix B-1 to the Supplement and Appendix B.

**C. CREDITS**

\*\* The service below has been paid for by the County via County Contract SS7944-5/20-5. Contractor will remove one (1) AS3600 (s/n A0446) and one (1) Model 51 (s/n 12758) following delivery of the one (1) new Falcon and one (1) new Model 72 pursuant to Article 46 of this Agreement. Contractor will provide a prorated Maintenance and Support Services credit to the County, to be calculated from the actual day of the Equipment removal from the County's site through June, 30, 2020.

QTY	OPTION YEARS SERVICE DESCRIPTION	OPEX LIST PRICE	SELL PRICE	LINE TOTAL
2	Service: AS3600 BASE MACHINE**	10,342.59	10,342.59	\$20,685.18
2	Service: MODEL 51**	2,863.00	2,863.00	\$ 5,726.00
2	Service: AS3600 1D SOFTWARE ANNUAL LICENSE FEE**	214.73	214.73	\$ 429.56
OPTION YR 1 SERVICE TOTAL: 7/1/2019 - 6/30/2020 (USD)				\$26,840.64