

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

X New     OTR     Sole Source     Bid Waiver     Emergency    Previous Contract/Project No.  
Contract FB-00714

Re-Bid    Other    LIVING WAGE APPLIES:  YES    X NO  
Requisition No./Project No.: RQET2000027    TERM OF CONTRACT 3 YEAR(S) 1 for a 3 year  
term OTR

Requisition /Project Title: Adobe Software Licenses, Maintenance and Support

Description: The purpose of this solicitation is to establish a contract with an authorized reseller of Adobe products, for the purchase of Adobe Software License, Maintenance and Support in conjunction with the County's needs on an as needed when needed basis. The resultant contract will be awarded on behalf of the Information Technology Department for all County departments as the program administrator.

Issuing Department: ITD    Contact Person: Sherry Y. Crockett    Phone: 305-375-4693

Estimate Cost: **\$3,000,000**    Funding Source: GENERAL - Internal Service Funds    FEDERAL    OTHER

**ANALYSIS**

<b>Commodity Codes:</b> 205-56    [ ]    [ ]    [ ]    [ ]			
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.			
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>
<b>Contractor:</b>	Emergent LLC	[ ]	[ ]
<b>Small Business Enterprise:</b>	[ ]	[ ]	[ ]
<b>Contract Value:</b>	\$ [ ]	\$ [ ]	\$ [ ]
<b>Comments:</b> [ ]			
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO			

**RECOMMENDATIONS**

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>	[ ]	[ ]	[ ]	[ ]

**Basis of recommendation:**  
[ ]

Signed: *Sherry Y. Crockett*    Date sent to SBD: *June 30, 2020*

Date returned to DPM: [ ]

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract with an authorized reseller of Adobe products, for the purchase of Adobe Software License, Maintenance and Support in conjunction with the County's needs on an as needed when needed basis. The resultant contract will be awarded on behalf of the Information Technology Department for all County departments as the program administrator.

**2.2 TERM OF CONTRACT**

The Adobe Software License, Maintenance and Support Contract will begin on the first calendar day of the month succeeding approval of by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required documents. The contract shall remain in effect for three (3) years. The contract shall expire on the last day of the last month of the contract term.

**2.3 OPTION TO RENEW**

Prior to, or upon completion, of the initial term, the County shall have the option to renew this contract for one (1) additional three (3) year period. Continuation of the Contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of any Bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

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

**2.4 METHOD OF AWARD**

Award of this contract will be made to the responsive, responsible Bidder who submits an offer on all items listed in the solicitation, and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single Bidder.

If the awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default of the contract. If the awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

**2.5 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED**

If the Bidder is awarded a contract under this solicitation, the prices proposed by the Bidder shall remain fixed and firm for the duration of the original contract term (3-year) for the specific items included in this solicitation. After this period, the Bidder may submit a price adjustment to the County based on a manufacturer's revised published price list or a written notification from the manufacturer to the supplier of price increases. The revised published price lists or manufacturer's notification shall be submitted to the County's Internal Services Department Strategic Procurement Division for review. If the requested adjustments are subsequently approved, the Internal Services Department Strategic Procurement Division will formalize the adjustment through a formal contract modification. It shall be understood that the County reserves the right to reject any price adjustments submitted by the Bidder, and/or to terminate the contract with the Bidder based on such price adjustments.

It is further understood that the County may seek to negotiate any price quotation received from the awarded Bidder in response to specific requests issued under this solicitation.

## 2.6 INDEMNIFICATION AND INSURANCE

Awarded Bidder 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 awarded Bidder or its employees, agents, servants, partners principals or subcontractors. Awarded 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 issue thereon. Awarded Bidder expressly understands and agrees that any insurance protection require by this Agreement or otherwise provided by awarded 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.

The awarded Bidder shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the awarded Bidder as required by Florida Statute 440.
- B. Commercial 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.
- D. Professional Liability Insurance in an amount not less than \$1,000,000.
- E. Cyber Liability Insurance to include privacy, media Liability and coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense in an amount not less than \$1,000,000 per occurrence.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the awarded Bidder.

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

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published 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.

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

## 2.7 **CERTIFICATIONS**

Bidders must be certified by Adobe as an authorized reseller in these categories: Adobe Government Specialized, Adobe Digital Media Gold Partner and Adobe Connect Platinum Partner to be considered for award. Bidders are required to provide at the time of bidding a formal letter from Adobe confirming their status as an authorized reseller with these certifications.

The awarded Bidder must maintain this status during the term of the resultant contract and any extensions exercised by the County. Bidder's certification status may be subject to further verification with Adobe.

## 2.8 **BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED**

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the Awarded Bidder is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the Awarded Bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another Bidder, and charge the incumbent Bidder for any re-procurement costs. If the Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

## 2.9 **WARRANTY REQUIREMENTS: NEW LICENSE PURCHASES**

The Awarded Bidder shall supply a copy of the manufacturer's and/or supplier's certificates of warranty with its Bid Submittal. If this written warranty is not provided in the Bid Submittal, the Bidder may be given the opportunity to submit this document to the County during the evaluation period.. The warranty certificates shall provide a comprehensive liability of all components which are covered under the standard warranty. Under no circumstances shall the County accept a standard warranty period of less than one (1) year from the date of acceptance of the software. The warranty supplied by the Bidder shall remain in force for the full period identified by the Bidder; 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.

### B.      Correcting Defects Covered Under the Standard Warranty

The Contractor warrants that each version of the Software will perform substantially as described in the applicable product documentation for a minimum of one (1) year from the date the County is first licensed for that version. If it does not and the County notifies the Contractor within the warranty term, then, the Bidder will (1) provide support of the software based on the warranty claim, or (2) replace the software at no cost to the County, or (3) if support or replacement is not practicable, refund of the license fee the County paid for the software.

**2.10 CLARIFICATIONS**

Before award, the County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Bidder deemed eligible for Contract award. Failure to provide requested information in a timely manner may result in the rejection of the response.

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

It is understood that the County may purchase any Adobe products that are available under the given licensing model during the term of this contract, including any Adobe program outside of the established ETLA. 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 Adobe product releases or replacement products and/or services from the awarded Bidder.

**2.12 PERFORMANCE QUALIFICATIONS**

The County reserves the right to investigate or inspect at any time whether the qualifications offered by Bidders meet the Contract requirements. In addition, the County reserves the right, before awarding or renewing the Contract, to require Bidders to submit such evidence of qualifications and the qualifications of sub-contractor(s) as it may deem necessary. Bidder shall at all time during the Contract term remain responsive and responsible. Bidders must be prepared, if requested by the County, to present evidence of, including but not limited to the following: experience, ability, and financial standing. If the County determines that the conditions of the solicitation documents are not complied with, or that the service proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the County may terminate the contract for default. Bidders may be disqualified from receiving awards if Bidders, or anyone in Bidders' employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the County to make an investigation either before or after award of the Contract, but should the County elect to do so, Bidders are not relieved from fulfilling all Contract requirements.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.1 OBJECTIVE**

The objective of this solicitation is to obtain Adobe Software Licenses, Maintenance and Support for various County departments as needed throughout the contract term from an authorized Adobe reseller. This may include maintenance and support for existing software licenses, the purchase of additional licenses for current implementation, or the purchase of new licenses or new versions of current licenses for future needs.

Upon establishment of this Contract, the County shall request a pricing quotation from the awarded Bidder, on an as needed basis, when specific needs are identified. In accordance with Section 2.5, the County may seek to further negotiate pricing quotations received in response to a specific request.

**3.2 SCOPE OF SERVICES**

The County has purchased various products from the ETLA Subscription-Based program, Adobe Connect and Adobe Presenter products and related services, and Adobe Sign for Enterprise under the VIP Program. Below outlines the software license and maintenance and support currently being utilized by the County.

**3.2.1 Adobe Enterprise License Agreement (ETLA Subscription-Based)**

Adobe Acrobat DC Standard Term with Maintenance and Gold Support Tier 1	12-month Term License Qty. 505
Adobe Acrobat DC Professional Term with Maintenance and Gold Support Tier 1	12-month Term License Qty. 938
Adobe Creative Cloud Enterprise Term License and Maintenance and Support 1 User	12-month – FLP Qty. 267
Adobe Dreamweaver Term License and Maintenance and Support 1 User	12-month – FLP Qty. 15
Adobe InDesign Term License and Maintenance and Support 1 User	12-month – FLP Qty. 17
Adobe Photoshop Term License and Maintenance and Support 1 User	12-month – FLP Qty. 79
Adobe Premier Pro Term License and Maintenance and Support 1 User	12-month – FLP Qty. 5
Adobe Illustrator Term License and Maintenance and Support 1 User	12-month – FLP Qty. 19
Adobe Lightroom Term License and Maintenance and Support 1 User	12-month – FLP Qty. 1
Adobe Captivate Term License and Maintenance and Support 1 User	12-month – FLP Qty. 4
Adobe Presenter Licensed Term License and Maintenance and Support 1 User	12-month – FLP Qty. 1
Adobe Flash Professional Term License and Maintenance and Support 1 User	12-month – FLP Qty. 1
Adobe Sign Enterprise Transactions Term License and Maintenance and Support 350K Transactions	12-month – FLP Qty. 350K Transactions

Additional products may be purchased and added to the ETLA during the term of this contract.

### 3.2.2 Optional Licenses

#### **Adobe Connect and Adobe Presenter Products and Associated Services**

The County has a current implementation of Adobe Connect and Adobe Presenter, as outlined below:

Adobe Connect 9 Enterprise Server	Qty. 1
Adobe Presenter 11	Qty. 3 Concurrent Users

The County may purchase ongoing maintenance support for this implementation on an ongoing basis. Additionally, it is understood that the County may wish to purchase additional licenses to correspond to this implementation or may wish to purchase new licenses in association with new implementations within other County departments. It is understood that the County may purchase any product or service, including hosting services, necessary for the successful use of Adobe Connect and Adobe Presenter throughout the term of this contract.

#### **Adobe Volume Incentive Program (VIP) # 844CEE85411C8212326A**

The County has a current implementation of Adobe Sign for Enterprise, as outlined below:

Adobe Sign for Enterprise – 1 User	Qty. 10
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The County may purchase ongoing maintenance support for this implementation on an ongoing basis. Additionally, it is understood that the County may wish to purchase additional licenses to correspond to this implementation or may wish to purchase new licenses in association with new implementations within other County departments. It is understood that the County may purchase any product or service, including hosting services, necessary for the successful use of Adobe Sign for Enterprise throughout the term of this contract. Furthermore, it is understood that the County may purchase any product or service, including hosting services, under the VIP program throughout the term of the contract.

COUNTY