

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No.
Contract FB-01644
Re-Bid Other LIVING WAGE APPLIES: YES X NO

Requisition No./Project No.: RQET2100002 TERM OF CONTRACT 1 YEAR(S) 4 with a 12 month term for each OTR

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

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

Estimate Cost: \$999,000 Funding Source: GENERAL FEDERAL OTHER
- Internal Service Funds

ANALYSIS

Commodity Codes: 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.			
	EXISTING	2ND YEAR	3RD YEAR
Contractor:	Emergent LLC	[]	[]
Small Business Enterprise:	[]	[]	[]
Contract Value:	\$ []	\$ []	\$ []
Comments: []			
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO			
RECOMMENDATIONS			
	Set-aside	Sub-contractor goal	Bid preference
SBE	[]	[]	[]
Basis of recommendation: []			
Signed: <i>Sherry Y. Crockett</i>		Date sent to SBD: <i>December 31, 2020</i>	
		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 Licenses, Maintenance and Support Services on an as needed basis. The resultant contract will be awarded for the Information Technology Department as the program administrator on behalf of all County departments.

2.2 TERM OF CONTRACT

This contract shall 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 Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the twelfth month.

2.3 OPTION TO RENEW

Prior to, or upon completion of the initial term, the County, at its sole discretion, reserves the right to exercise the option to renew this Contract for four (4) additional one (1) year terms.

2.4 METHOD OF AWARD

Award of this contract will be made to the responsive, responsible Bidder whose offer represents the lowest price in the aggregate. **If a bidder fails to submit an offer on all items AND fails to submit its offer on the price schedule form as provided in Section 4, its overall offer may be considered non-responsive.**

Bidders shall be an authorized reseller of Adobe products to be considered for award. Bidders shall be certified by Adobe as an authorized reseller in the following categories: Adobe Government Specialized, Adobe Digital Media Gold Partner and Adobe Connect Platinum Partner. As a part of their submission package, Bidders are required to provide a formal letter or certificate from Adobe confirming their status as an authorized reseller with the required certifications.

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

This Solicitation is being issued along with a recommendation to the Board of County Commissioners to reject all bids in the prior solicitation for these services, specifically Invitation to Bid No. FB-01644. As such, award of a contract as a result of this Solicitation may only be made if the Board of County Commissioners rejects the bids received in response to Invitation to Bid No. FB-01644. If the Board of County Commissioners awards a contract as a result of Invitation to Bid No. FB-01644, or through any other process for the same services, this Solicitation will be cancelled. Bidders are thus advised to respond to this Solicitation regardless of any submittal provided in response to a prior solicitation and without reference to, or incorporation of, any document or response delivered to the County in connection with a prior solicitation.

2.5 PRICES

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 initial twelve month contract term.

For the option to renew term(s), the Awarded 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 Awarded Bidder 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 Awarded Bidder, and/or to terminate the contract with the Awarded Bidder based on such price adjustments.

It is further understood that the County may seek to negotiate any price from the Awarded Bidder in response to a specific order issued under this solicitation. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price.

2.6 INSURANCE

The following supplements the insurance coverage listed in Section 1, Paragraph 1.22 (A); all other information remains the same:

4. Professional Liability Insurance in an amount not less than \$1,000,000.
5. 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.

2.7 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 Enterprise License Agreement (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.

2.8 TRUE-UP PROCESS

Although the County has provided a good faith estimate of the actual software licenses users require, under the ETLA, the County has the flexibility to utilize incremental licenses as needed. As such, each year the County aligns the ETLA with the total number of licenses added in the previous 12 months, which shall be defined as the true-up process. The County is requesting a true-up price, which shall apply for the inventory of all qualified license users added during a 12-month period (after payment of the ETLA annual license fee for the predetermined license users). Therefore, the true-up price shall be fifty percent (50%) of the per unit annual license fee and shall be paid in arrears for each additional license added during a prior 12-month period; which shall be applicable throughout the life of the contract.

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES

Miami-Dade County, hereinafter referred to as the "County", as represented by the Miami-Dade Information Technology Department (ITD) requires Adobe Software Licenses, Maintenance and Support Services from an authorized Adobe reseller for various County departments on an as needed basis throughout the contract term. Additionally, maintenance and support services for existing software licenses, the purchase of additional licenses for current implementations, or the purchase of new licenses to obtain new versions of current licenses may also be required.

The County established an Enterprise License Agreement with Adobe for the purchase and/or subscriptions of Adobe licensed products for all County departments. 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. Outlined below are the software licenses and maintenance and support services currently being utilized by the County.

3.1.1 Adobe Enterprise License Agreement (ETLA Subscription-Based)

Product	Term
Adobe Acrobat DC Standard Term with Maintenance and Gold Support Tier 1	12-month Term License Qty. 526
Adobe Acrobat DC Professional Term with Maintenance and Gold Support Tier 1	12-month Term License Qty. 2084
Adobe Creative Cloud Enterprise "All Apps" Term License and Maintenance and Support 1 User	12-month – Forms Licensing Program (FLP) Qty. 285
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. 20
Adobe Photoshop Term License and Maintenance and Support 1 User	12-month – FLP Qty. 89
Adobe Premier Pro Term License and Maintenance and Support 1 User	12-month – FLP Qty. 4
Adobe Illustrator Term License and Maintenance and Support 1 User	12-month – FLP Qty. 20
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. 9
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 350,000 Transactions	12-month – FLP Qty. 350,000 Transactions

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

3.1.2 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 Server Licensed Platinum Maintenance and Support Subscription Renewal – 12 Months -1 Server, 50 Concurrent Users, 300 Concurrent Learners, 1 Events Module	Qty. 1
Adobe Presenter Licensed 11.1 Platinum Maintenance and Support Renewal -12 Months	Qty. 3

The County may purchase maintenance and support services 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 maintenance and support services 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.