

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No.
Contract 9301-0/20
Re-Bid Other LIVING WAGE APPLIES: YES X NO
Requisition No./Project No.: RQID2100005 TERM OF CONTRACT 5 (FIVE) YEAR(S) None
OTR

Requisition /Project Title:

Description: This Request to Qualify (RTQ) will establish a Prequalified Pool of Vendors (Pool) that will be used to solicit the purchase/lease of multifunctional devices, single-function printers, production equipment, large/wide format equipment, software bundles that enable and enhance the productivity and capability of the devices and maintenance and support for Miami-Dade County.

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

Estimate Cost: \$18,000,000 Funding Source: - General Fund, PTP Surtax, Proprietary, Library District, Fire District Funds, Internal Service Funds, Federal Funds, and DTPW Operating

ANALYSIS

<u>Commodity Codes:</u> 600-39 [] [] [] []			
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.			
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
<u>Contractor:</u>	[]	[]	[]
<u>Small Business Enterprise:</u>	[]	[]	[]
<u>Contract Value:</u>	[]	\$ []	\$ []
<u>Comments:</u> []			

Continued on another page (s): YES NO

RECOMMENDATIONS

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

Basis of recommendation:
[]

Signed: <i>Sherry Y. Crockett</i>	Date sent to SBD: <i>October 28, 2020</i>
	Date returned to DPM: []

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

This Request to Qualify (RTQ) will establish a Prequalified Pool of Vendors (Pool) that will be used to solicit the purchase/lease of multifunctional devices, single-function printers, production equipment, large/wide format equipment, software bundles that enable and enhance the productivity and capability of the devices and maintenance and support for Miami-Dade County. Placement in the Pool is **not** a contract between the County and the Vendor, but an acknowledgement that the Vendor meets the qualifications as outlined throughout this RTQ. Vendor Submittals are accepted throughout the term of the RTQ for placement in such Pool.

2.2 DEFINITIONS

Invitation to Quote (ITQ) – Shall refer to the solicitation of quotes from the Pool for specific goods and/or services; and awarded based on lowest price, or other quantifiable criteria.

Prequalified Pool of Vendors (Pool) – Shall refer to business entities/individuals determined by the County's Internal Services Department, Strategic Procurement Division, as meeting the minimum standards of business competence, financial ability, and/or product quality for placement in the Pool, and which may submit a quote or proposal, at the time of need.

Vendor – Shall refer to a business entity/individual responding to this RTQ.

Submittal – Shall refer to all information, attachments and forms submitted in response to this RTQ.

Work Order Proposal Request (WOPR) – shall refer to a competitive process involving the solicitation of proposals, by the Internal Services Department Strategic Procurement Division, from the Pool for specific goods and/or services; and evaluated and awarded based on best value.

2.3 TERM

The Pool shall be established on the first calendar day of the month succeeding approval 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 Pool shall expire on the last day of the sixtieth (60th) month.

2.4 QUALIFICATION CRITERIA

Vendors shall meet the following criteria to be considered for placement in the Pool, and for participation in future competitions:

2.4.1 Vendors must be Original Equipment Manufacturer (OEM) or provide a copy of the certificate or letter from the OEM authorizing the vendor to sell the OEM's line of copying, printing, scanning, and faxing equipment and maintenance of said equipment.

2.4.2 Vendors shall provide three (3) current references of its existing customers who have purchased the products and services defined in this solicitation within the last three (3) years. The references must include the firm's name, and the name, title, address, telephone number and email address of a contact person who can verify that the vendors have successfully provided the goods and services.

2.4.3 Vendors shall provide a contact name, phone number and an e-mail address where a representative of the vendor can be contacted, Monday thru Friday from 8:00 a.m. to 5:00 p.m. eastern standard time (EST) for service requests.

2.4.4 Vendors shall provide example(s) of tracking report(s) specifying, at a minimum, number of machines placed and location, type of procurement (lease or purchase), and meter count per machine placed. The report(s) provided shall demonstrate the vendor's ability to generate such report(s) for the County.

Vendors shall provide all of the specified information, documents and attachments listed above with their Submittal as proof of compliance with the requirements of this RTQ. However, the County may, at its sole discretion and in its best interest, allow Vendors to complete, supplement or supply the required documents throughout the term of the RTQ. It shall be the sole right of the County to determine the number of Vendors which will be included in the Pool. During the term of the RTQ, the County reserves the right to add or delete Vendors as it deems necessary, and in its best interest.

2.5 INSURANCE

Insurance is **not** required in order to be prequalified under this RTQ. Insurance requirements will be detailed in the subsequent ITQ or WOPR.

2.6 SPOT MARKET QUOTES

Vendors in the Pool will be invited to participate in spot market competitions, as needed. The spot market competition will be in the form of an ITQ or WOPR that will include the specific goods and/or services required, and may include provisions, as applicable, such as:

- Small Business Enterprise (SBE) Measures
- Warranty Requirements
- Liquidated Damages
- Living Wage
- Samples

For federally funded projects/programs, additional provisions may apply in accordance with the funding source. The following provisions from Section 1, General Terms and Conditions shall be exempted from such solicitations, as indicated in the ITQ or WOPR.

- Local Preferences
- User Access Program (UAP) Fee
- SBE Measures
- Local Certified Veteran Business Enterprise Preference
- First Source Hiring Referral Program
- SBE Prompt Payment Terms
- Office of Inspector General Fee

2.7 REMOVAL OF ELECTRONIC DOCUMENTS AND DATA

Any time a multifunctional device is permanently removed from County property, all documents, information, and/or data stored on the multifunctional device's hard drive and/or storage device shall be completely wiped off of the hard drive and/or storage device. The vendor shall provide documentation listing the serial number of the multifunctional device being removed, the location the multifunctional device was removed from, and the time the hard drive and/or storage device was wiped clean of all documents and/or data.

SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Vendors shall be capable of providing multifunctional devices, single-function printers, production equipment, large/wide format equipment, and software bundles, which enable and enhance the productivity and capability of the devices, including maintenance and support services for multiple County departments, on an “as needed basis.”

3.2 MULTIFUNCTIONAL DEVICES

Multifunctional devices to be purchased/leased may include, but are not limited to, the following.

- Multifunctional Printers
- Production Printers
- Large/Wide Format Printers
- Single Function Printers
- Desk Top Printers
- Scanners

3.3 MAINTENANCE AND SUPPORT

Maintenance and support services may include, but are not limited to, the following:

- a. Maintenance and repair on any existing County owned copying, printing, and/or scanning device.
- b. Maintenance and repair on any County leased or rented copying, printing and/or scanning device at any time of the financial term.
- c. Other related services not listed may be required by the County at the time of the Spot Market Quote.
- d. Adherence to the Service Level Agreement (SLA) as specified in Appendix A.

Vendors shall offer maintenance, support services and supply agreements for all equipment placed under this solicitation, as well as offer maintenance, support services and supply agreements for any County owned equipment. The term of these maintenance agreements may not extend beyond the initial term of any lease used to place the equipment. For example, if a device is placed on a sixty (60) month lease, a maintenance agreement may not extend beyond the sixty (60) month term of the lease. In the case of a purchase, the subsequent maintenance agreement may not extend beyond sixty (60) months.

The County, at its sole discretion, reserves the right to terminate any maintenance agreements at any time, so long as the vendor is notified in writing, no less than thirty (30) days prior to termination. There shall be no early termination charges from the vendor for the termination of a maintenance agreement.

3.4 SOLUTIONS BASED PLACEMENT

Solutions Based Placement may consist of the printing, copying and scanning processes of a department's needs as follows:

- a. Placement of devices/software to support the printing, copying and scanning solutions for a department's immediate need, to include but not limited to:
 - Multifunctional Copiers/Printers (MFC/MFP)
 - Basic Copiers

Commented [JF1]: ? what solution?

Commented [CS(2R1)]: See update

- Printers – Work Group and Desktop
- Facsimiles
- Scanners
- Tracking software
- Print Management Software
- Other related products or services

- b. Documented studies comparing the department's processes to the proposed solution and the gained efficiencies and cost savings.
- c. Documented analysis of the departments Return on Investment (ROI) for the proposed solution.
- d. Other related products and services not listed in Section 3.1 that may be required by the County to improve efficiency and mitigate costs.

3.5 UNFORESEEN RELATED PLACEMENT

An unforeseen related placement shall include proposed solutions requested at the time of the Spot Market Quote for related products and services not listed in Section 3.1 that may be required by the County.

3.6 ADDITIONAL EQUIPMENT AND SOFTWARE

Vendors may offer additional equipment and software not specified in Section 3.1 or the Spot Market Quote so long as the equipment meets or exceeds the specified requirements. Any such additional equipment offerings will be subject to review and acceptance by the County.

3.7 EQUIPMENT INSPECTION/TESTING/ACCEPTANCE

Inspections, tests, measurements, or other acts or functions performed by the County shall in no manner be construed as relieving the Vendors from their responsibility to ensure full compliance with equipment functionality. At a minimum, an installed device must demonstrate the capability of providing the functions and services specified in the manufacturer's published literature.

No contract term for service, supplies, lease payments may begin prior to successful delivery, installation and acceptance of the ordered equipment, products and/or services by the County. As such, no valid invoice may be issued by the Vendors prior to the acceptance by the County.

3.8 TRIAL OR DEMONSTRATION EQUIPMENT

The County may require trials and demonstrations prior to any lease and/or purchase. Any trial or demonstration period may not exceed 30 calendar days and such equipment may be used, remanufactured or reconditioned. Additionally, no trial or demonstration equipment may be converted to a lease or purchase. When authorized by the County, the trial or demonstration equipment may be converted to a lease or purchase so long as the equipment was new.

3.9 INSTALLATION AND ENVIRONMENTAL REQUIREMENTS

Vendors shall advise the County of any and all specialized installation and environmental site requirements for the delivery and installation of equipment and/or software. This information shall include, but is not limited to, the following:

- a. Cooling requirements
- b. Electrical requirements
- c. Special grounding requirements
- d. Cabling requirements
- e. Space requirements
- f. Humidity and temperature limits

g. Any other considerations critical to the installation

3.10 AVAILABILITY OF REPAIR PARTS

Vendors shall guarantee the availability of repair parts which may include but is not limited to replacement parts throughout the term of the contract and/or lease. All branded equipment components, spare parts, application software, and ancillary equipment purchased and supplied under any resulting contract/lease must conform to manufacturer's specifications. The Vendor is responsible for ensuring that these items are operable and installed in accordance with manufacturer's specifications.

Vendors shall use all OEM parts. Used parts will not be accepted except as an emergency repair to maintain uptime or unless otherwise specified in the Spot Market Quote.

3.11 SERVICE HOURS AND SUBMISSION METHODS

Vendors shall perform full service support for all leased/purchased equipment during normal business hours (Monday through Friday, 8:00 a.m. – 5:00 p.m. EST) within the pricing proposed.

- i) Additional Coverage - Vendors may offer optional additional coverage periods for the servicing of equipment outside of normal business hours (Monday through Friday, 8:00 a.m. – 5:00 p.m. EST) and may charge an additional monthly base charge for such coverage. All additional charges for calls outside of normal business hours shall be quoted at the time of the Spot Market Quote and mutually agreed upon between the Vendors and the County.
- ii) Service Requests – Vendors shall provide a toll free number, local number, fax number, e-mail address, internet address and any electronic automated method for the County to place service calls during normal business hours (Monday through Friday, 8:00 a.m. – 5:00 p.m. EST) and any additional coverage period.
- iii) Electronic Meter Readings – Vendors shall provide an electronic method for providing periodic meter readings. These electronic methods may include online submission and/or automated electronic submission to be performed by the equipment in place via an available network connection if approved by the County. The County shall be provided access to view the reported meter readings.

3.12 SERVICE CALLS AND TIMELINESS OF SERVICE

Vendors shall acknowledge service calls via phone, on-site service call or e-mail within one hour of the placement of a service call. Vendors shall maintain a response time (call back acknowledgement) of no more than one (1) hour. After receipt of a service call by the County, the Vendor shall have a technician on-site no more than four (4) hours from the initial service call by the County (Monday through Friday, 8:00 a.m. – 5:00 p.m. EST). Response times for call-back acknowledgement and on-site arrival during periods outside of normal business hours shall be quoted at the time of the Spot Market Quote.

New orders for equipment must be installed (including software) by the Vendor within thirty (30) calendar days of order placement. Additional installation time may be allowed at the sole discretion of the County.

3.13 SECURITY REQUIREMENTS

The following is a technical note for requirements for multi-functional devices. Devices shall be Local Area Network (LAN), Wide Area Network (WAN), Wi-Fi, and Bluetooth enabled. Devices shall also meet the latest security requirements listed below:

- Provide central administration, patching, and configuration management;
- Provide support for certificates issued from an internal Certificate Authority;
- Provide ability to lockdown or disable insecure ports by default;

- Provide Multi-Function Printers (MFPs) with use of encrypted hard drives;
- Secure Sockets Layer (SSL)/ Transport Layer Security(TLS) Server supports TLSv1.2 or higher
 - Disable the use of TLSv1.0 protocol in favor of a cryptographically stronger protocol such as TLSv1.2
- Provide SSL Server with SSLv2 and SSLv3 disabled
 - Disable the SSL 2.0 and 3.0 protocols in the client and in the server
- Provide End of Life (EOL)/Obsolete Software: Simple Network Management Protocol (SNMP) Protocol Versions
 - Disable or remove SNMPv1/2c authentication. Use SNMP version 3 authentication
- Avoid use of Remote Management Service Accepting Unencrypted Credentials
 - Services like Telnet, File Transfer Protocol (FTP), HyperText Transfer Protocol (HTTP) with basic authentication are checked. Services like FTP are also checked
 - Use alternate services that provide encryption such as Secure File Transfer Protocol (SFTP) and HTTPS. Using strong cryptography, renders all authentication credentials (such as passwords/phrases) unreadable during transmission
- Manage Readable SNMP Information
 - Prevent Unauthorized users from reading SNMP information due to an insecure access password
 - disable unauthenticated, public SNMPv2 access and enable SNMPv3
- Manage Writeable SNMP Information
 - If SNMP access is not required on this system, then disallow it. Otherwise, use a secure un-guessable "community name", and restrict the hosts that talk SNMP with your system to a defined list of IP addresses
- Provide Web Server capability to use encrypted Form Based Authentication
 - Ensure that data sent via HyperText Markup Language (HTML) login forms is encrypted before being sent from the client to the host.
- Provide 802.1X Authentication
 - Provide support for Transport Layer Security (TLS) protocol
 - Support High encryption strength
- Support for SMB (Server Message Block) signing
- Support for Lightweight Directory Access Protocol (LDAP) authentication

SECTION 4
SUBMITTAL FORM

Vendor: _____

QUALIFICATION CRITERIA TO BE COMPLETED BY ALL VENDORS		
Refer to Section 2.4, Qualification Criteria to ensure that Submittal complies with solicitation requirements.		
Reference Section	Requirements	Copy Attached
2.4 (1)	Vendors must be the Original Equipment Manufacturer (OEM) or provide a copy of the certificate or letter from the OEM authorizing the Vendor to sell the OEM's line of copying, printing, scanning, and faxing equipment and maintenance for said equipment.	<input type="checkbox"/>
2.4 (2)	Vendors shall provide three (3) current references of its existing customers who have purchased the products and services defined in this solicitation within the last three (3) years. The references must include the firm's name, and the name, title, address, telephone number and email address of a contact person who can verify that the Vendors have successfully provided the goods and services.	<input type="checkbox"/>
2.4 (3)	Vendors shall provide a phone contact name, number and an e-mail address where a representative of the Vendor can be contacted, Monday thru Friday from 8:00 a.m. to 5:00 p.m. eastern standard time (EST) for service requests. Contact Name: _____ Telephone Number: _____ Email Address: _____	<input type="checkbox"/>
2.4 (4)	Vendors shall provide example(s) of tracking report(s) specifying, at a minimum, number of machines placed and location, type of procurement (lease or purchase), and meter count per machine placed. The report(s) provided shall demonstrate the vendor's ability to generate such report(s) for the County.	<input type="checkbox"/>

APPENDIX A
SERVICE LEVEL AGREEMENT

1 County Service Level Agreement

1.1 Purpose

The purpose of this Service Level Agreement (SLA) is to define service levels; liquidated damages for the performance of the service levels; as well as provide the County with a defined replacement process for equipment performing below expectations.

1.2 Customer Service Level Agreement

The awarded Vendor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Uptime	97% or Better
Average On-Site Response Time	4 Hours or Less
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between the awarded Vendor(s) and the County.

1.3 Calculation of Service Level Points

Once per quarter, the awarded Vendor will produce reporting to be measured against the SLA and determine if the awarded Vendor has met the Performance Target Level:

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average Uptime	97% or better	96.9% - 95%	94.9%- 93%	92.9%- 91%	90.9%or lower
Average On-Site Response Time (in Hours)	4 or less	4.1 -5	5.1-6	6.1-7	7.1 or more
First Time Fix	80% or higher	79.9%- 70%	69.9%- 60%	59%-50%	Less than 50%

These targets will determine the percentage amount to be deducted, per incident (percentages expressed as a negative %) as indicated in the chart below.

1.4 Penalty Level

Percentage of liquidated damages off of quarterly services and supplies billed					
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average Uptime	0%	-1.5%	-1.75%	-2.0%	-2.25%
Average On-Site Response Time (in Hours)	0%	-0.5%	-0.5%	-.75%	-.75%

Commented [JF3]: I have never seen us do this on an RTQ...is this how we did it on the current pool? If not, then why add it to this one? This is only applicable to the awarded vendor(s), so why put it in the RTQ?

Commented [CS(4R3): It is in the current Pool.

<u>Percentage of liquidated damages off of quarterly services and supplies billed</u>					
First Time Fix	0%	-0.5%	-.75%	-.75%	-1.0%
Total Possible Percentage Deduction	0%	-2.5%	-3.0%	-3.5%	-4.0%

The liquidated damages shall be awarded to the County as a credit on the following period's service and supplies invoice.

1.5 Equipment Performance

The awarded Vendor guarantees a monthly equipment uptime of 97% within any maintenance agreement. Should any unit fail to maintain the monthly uptime, excluding service calls caused by operator error; the unit will be subject to replacement at the County's discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, awarded Vendor will be allowed 90 days to remedy any quality or reliability issues. This replacement policy will remain in effect for the term of the contract and is subject to the County remaining current with the agreed payment terms.

1.6 Additional Vendor Guarantees

1.6.1 Training – On-going training as requested by the County to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support.

1.6.2 Loaner Unit/Backup Production – If any unit is inoperable for a period in excess of 72 hours, awarded Vendor shall provide the County with a loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement is operable.

1.6.3 Invoicing – The awarded Vendor shall maintain timely, accurate invoicing, less service run impressions, as defined below. Failure on the awarded Vendor's part to maintain these levels as defined shall result in a \$15.00 per instance credit on the following billing cycle.

Measures	Level
Timely invoices	Invoices shall be submitted no later than the 20 th day of the month immediately following the close of the billing period
Accurate Invoice	Invoices that do not require for vendor to issue credits for mis-billing or errors on the awarded Vendor's part.
Cost-per-copies (impressions)/ Overages	The awarded Vendor shall credit all impressions and overages within the same billing cycle.