

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:
 LIVING WAGE APPLIES: ___ YES NO

Requisition/Project No: RQCR1300007
 Term of Contract: One-time purchase with 0 options-to-renew

Requisition/Project Title: One Time Purchase of Dell Data Storage Equipment for Miami-Dade County Corrections

Description: The purpose of this solicitation is to obtain 5 Security Video Servers for the Miami-Dade Corrections. These data storage devices will be used to store data from the video security systems throughout each facility. This equipment will be used to replace the currently outdated systems at the following facilities: Turner Guilford Knight Correctional Center, Metro West Detention Center, Pre-Trial Detention Center, Training & Trial Center, and Women's Detention Center. The resultant contract will enable Corrections to purchase the required data storage equipment.

User Department(s): Miami-Dade Corrections Department
 Issuing Department: ISD Contact Person: Josh Brown Phone: 305-375-4725
 Estimated Cost: 200,000 Funding Source: Capital Funds: CPE615CRSEC5

ANALYSIS

Commodity/Service No: 91828, 205, 207, 20511, 20513, 20509, 20514, 20531, 20532, 20533, 20581		SIC:
Trade/Commodity/Service Opportunities		
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input checked="" type="checkbox"/> 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
No measures

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Josh Brown Date to DBD: 3/22/13
 Date Returned to Procurement Mgmt: _____



INVITATION TO QUOTE
MIAMI-DADE COUNTY
 Internal Services Department
 111 NW 1st Street, Suite 1300
 Miami, Florida 33128

THIS IS NOT AN ORDER

Invitation to Quote No.: RQCR1300007 DUE DATE: TBD TIME: 2:00 PM

CONTACT PERSON: Josh Brown PHONE: 305-375-4725 Email: joshbro@miamidade.gov

SEALED QUOTE REQUIRED: YES NO See Terms & Conditions and Instructions to Bidders Attached

All prices shall be F.O.B. Destination delivery point including all costs and freight unless otherwise specified. Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award.

The purpose of this Invitation to Quote (ITQ) is to purchase Dell PowerVault Data Storage equipment, hard drives, power cords, and support services. Bidders are to provide an extended price for the equipment and support services listed in Section B and Section C.

A. PRICING

ITEM	DESCRIPTION	EXTENDED PRICE
1	Complete Dell Data Storage Equipment Package including all equipment specifications and support services listed in Section B and Section C.	\$ _____

DELIVERY IS REQUIRED IN 5 CALENDAR DAYS AFTER RECEIPT OF AN ORDER
 METHOD OF AWARD: LOWEST RESPONSIBLE, RESPONSIBLE BIDDER IN THE AGGREGATE

B. EQUIPMENT SPECIFICATIONS

The Successful Bidder shall provide the required storage equipment, hard drives, and power cords meeting the following specifications:

Quantity	Description	SKU
5	Dell PowerVault D3260i, 15B iSCSI, 4U-60 Drive Dense Array, Dual Controllers, RKMNT	225-3880
180	3TB 7.2K RPM Near-Line SAS 6Gbps 3.5in Hot-plug Hard Drive	342-5225
10	Dell Power Cord, C20 to C19, PDU Style, 16A, 250V, 2ft (0.6m)	330-6398

Dell Data Storage Equipment

C. SUPPORT SERVICES SPECIFICATIONS

The Successful bidder shall provide the required support services meeting the following specifications:

Quantity	Description	SKU
5	Dell Hardware Limited Warranty Initial Year	967-4534
5	Dell Hardware Limited Warranty Extended 3 (Three) Years	967-4535
5	Mission Critical Package: 4 Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year	967-4572
5	Mission Critical Package: 4 Hour 7x24 On-Site Service with Emergency Dispatch, Extended 2 (Two) Years	967-4575
5	Mission Critical Package: Enhanced Services (Three) Years	967-4642
5	ProSupport: 7x24 HW/SW Tech Support and Assistance	967-4628
5	Remote Implementation of a Dell PowerVault MD3xxx Series Array	961-3869
5	Proactive Maintenance Service (1 (one) Event per year, 1 (one) Year)	967-9507
5	Dell ProSupport. For technical support visit http://support.dell.com/ProSupport or call 1-800-945-3355	989-3439
5	License Key Snapshot (16/LUN, 256/Array and Virtual Disk Copy)	331-4986

*In the event that there is a discrepancy between the Item Description and the provided description, the Item Description shall prevail.

Pursuant to Miami-Dade County Ordinance 94-3, 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 prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

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 complies with the provisions of Section 1.10 of the General Terms and Conditions of the original 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 of 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) may render the vendor ineligible for Local Preference.

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of the original solicitation.

Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is: _____

MIAMI-DADE COUNTY

QUOTE NO.: RQCR1300007

Dell Data Storage Equipment

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.

Addenda Received: Yes No If yes, please indicate the number of addenda received: _____

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this quotation. Bidder further agrees that prices quoted will remain fixed for a period of forty-five (45) days from date quotation is due. If awarded a purchases order or contract as a result of this solicitation, bidder further agrees that prices quoted shall remain fixed and firm for the term of the contract.

Authorized Signature: _____ Title: _____

Print/Type Name: _____

E-mail: _____ Fax: _____

Firm Name: _____ N. No.: _____

Address: _____ City: _____ State: _____

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.

SMALL/MICRO BUSINESS CONTRACT MEASURES FOR SOLICITATIONS

In accordance with Section 2-8.1.1.1.1 of the Miami-Dade County Code, contracts valued up to \$100,000 are set-aside for certified Micro Business Enterprises (Micro) and Small Business Enterprises (SBE) firms, if there is sufficient availability (three or more firms certified under the commodity code). A ten percent (10%) bid preference shall apply for certified Micro bidders on awards valued up to and including \$100,000. For awards valued over \$100,000 and up to \$1,000,000, a ten percent (10%) bid preference shall apply for certified Micro and SBE bidders. For awards valued over \$1,000,000, a five percent (5%) bid preference shall apply for certified Micro and SBE bidders.

Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER), for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation. For certification information, contact RER at 305-375-CERT (2378) or at <http://www.miamidade.gov/business/business-certification-programs.asp>. The Micro/SBE or SBE Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

Is your firm a Miami-Dade County Certified Small Business Enterprise? Yes _____ No _____

If yes, please provide your Certification Number: _____

Is your firm a Miami-Dade County Certified Micro Business Enterprise? Yes _____ No _____

If yes, please provide your Certification Number: _____

Do you accept purchasing/credit cards for these purchases? _____



INVITATION TO QUOTE
MIAMI-DADE COUNTY
QUOTATION NO. RQCR1300007

**THIS IS NOT
AN ORDER**

Purpose

The purpose of this Invitation to Quote is to secure sealed quotes for the goods and/or services as listed and specified herein.

Instructions to Bidders

1. A sealed quote is not required when responding to this Invitation to Quote. The bidder may submit its written quotation by email to Josh Brown, Procurement Contracting Officer 1 at joshbro@miamidadade.gov.
2. Quotes received after the time and date specified, and after any other quotes have been opened shall not be accepted.

Requests for additional information or clarification must be made in writing to Josh Brown, Procurement Officer 1 at joshbro@miamidadade.gov. The County will issue additional information by written agenda prior to the scheduled opening date. It is the bidder's responsibility to assure receipt of all addenda.

To Receive A Copy Of Bid Tabulation

To receive a copy of the tabulation of bids, the Bidder must enclose a self-addressed, stamped envelope when submitting the quote.

Legal Requirements

Bidders are advised that this contract is subject to all legal requirements contained in the County's Administrative Order 3-38 and all other applicable County Ordinances and/or State and Federal Statutes. Where conflicts exist between this bid solicitation and these legal requirements, the higher authority shall prevail.

The award of this bid solicitation is subject to County Ordinance 2014-21 which, except where Federal or State law mandates to the contrary, allow preference to be given to local business. For the purposes of the applicability of this Ordinance, "local business" means the bidder, as of the date of the bid opening, has a valid occupational license issued by Miami-Dade County for his business in Miami-Dade County, that authorizes the bidder to provide the goods, services or construction to be purchased, and has a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. A Post Office Box cannot be used to establish a physical address.

When a responsive, responsible non-local business submits the lowest price bid, and the bid submittal by one or more responsive local businesses is within 10% of the price submitted by the non-local business, then the non-local business and one of the aforementioned local businesses 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. In the case of a tie between the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

Local Preference

The award of this solicitation is subject to Section 2-8.5 of the County Code which, except where Federal or State law mandates to the contrary, allow preference to be given to a local business. For the purposes of the applicability of this Code section, "local business" means the bidder has a valid business tax receipt issued by Miami-Dade County at least one year prior to bid submission, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. A Post Office Box cannot be used to establish a physical address.

As a result of a reciprocal agreement with Broward County, Broward County vendors shall have the same consideration as Miami-Dade County vendors when applying this Local Preference Code section.

Additionally, a Locally-Headquartered Business shall mean a Local Business as defined above which has a "principal place of business" in Miami-Dade County. "Principal place of business" means *the nerve center or the center of overall direction, control, and coordination of activities of the bidder*. If the bidder has only one business location, such business location shall be its principal place of business.



INVITATION TO QUOTE
MIAMI-DADE COUNTY
QUOTATION NO. RQCR1300007

**THIS IS NOT
AN ORDER**

- A. If the Low Bidder is not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent of the Low Bid, the Low Bidder, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen percent of the Low Bid, shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.
- B. If the Low Bidder is a Local Business which is not a Locally-Headquartered Business, then any and all responsive and responsible Locally Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

Ties in best and final bid shall be resolved in the following order of priority: Locally-Headquartered Business, Local Business, other business.

COUNTY USER ACCESS PROGRAM (UAP)

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 this County contract, and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entities.

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 Participation 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 working days of receipt of an order, or 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 a "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized and represented by 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 of the contract by Miami-Dade County.

SUBCONTRACTORS – RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES

Pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the County Code (as amended by Ordinance No. 11-90), for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful bidder demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. As a condition of final payment under a contract, the successful Bidder shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor (refer to the Subcontractor Payment Report Sub 200 form at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>).



INVITATION TO QUOTE
MIAMI-DADE COUNTY
QUOTATION NO. RQCR1300007

**THIS IS NOT
AN ORDER**

SPECIAL TERMS AND CONDITIONS

1. TERM OF CONTRACT: UPON COMPLETION

This contract shall commence upon the date of the purchase order and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Quote, have been completed and accepted by the County's authorized representative and upon completion of the expressed and/or implied warranty periods.

2. CERTIFICATIONS

Bidders are required to be authorized resellers, or authorized distributors of Dell products. Bidders are to provide on letterhead authorization from the Original Equipment Manufacturer stating the ability to sell and provide extended warranty for the equipment proposed. The Bidder's status is subject to further verification by the County with Dell directly.

3. SHIPPING TERMS: F.O.B. DESTINATION

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.

Miami-Dade County Corrections Department
 11500 NW 25th Street
 Miami, FL 33172

Comment [BJ(1)]: Confirm Correct Shipping Address with Corrections.

4. DELIVERY LOCATIONS AND HOURS SPECIFIED

The vendor shall deliver shipments to the County during the prescribed hours of 9:00 a.m. - 5:00 p.m. (local time) Monday through Friday at the location identified above.

5. WARRANTY SHALL BE THREE YEARS FROM DATE OF ACCEPTANCE

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the manufacturer, the bidder shall warrant its products and/or service against failure and/or defective material, for a minimum period of three (3) years after the date of acceptance of the materials and/or equipment by the County. This warranty requirement shall remain in force for the full three (3) year period 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. The awarded vendor must meet the minimum warranty requirements as stated in Section C, Support Services Specifications.

B. Correcting Defects Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within 15 calendar 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 be subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within 30 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.

6. EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE

The equipment being offered by the vendor shall be the most recent model available. Any optional components which are required in accordance with the contract specifications shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete unit. The unit shall conform to all applicable OSHA, State, and Federal safety requirements.



INVITATION TO QUOTE
MIAMI-DADE COUNTY
QUOTATION NO. RQCR1300007

**THIS IS NOT
AN ORDER**

7. EQUIPMENT SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The vendor hereby acknowledges and agrees that all equipment supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the equipment supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the equipment may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the equipment at the vendor's expense.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

DRAFT



INVITATION TO QUOTE
 MIAMI-DADE COUNTY
 QUOTATION NO. RQCR1300007

**THIS IS NOT
AN ORDER**

Affirmation of Business Entity Affidavits

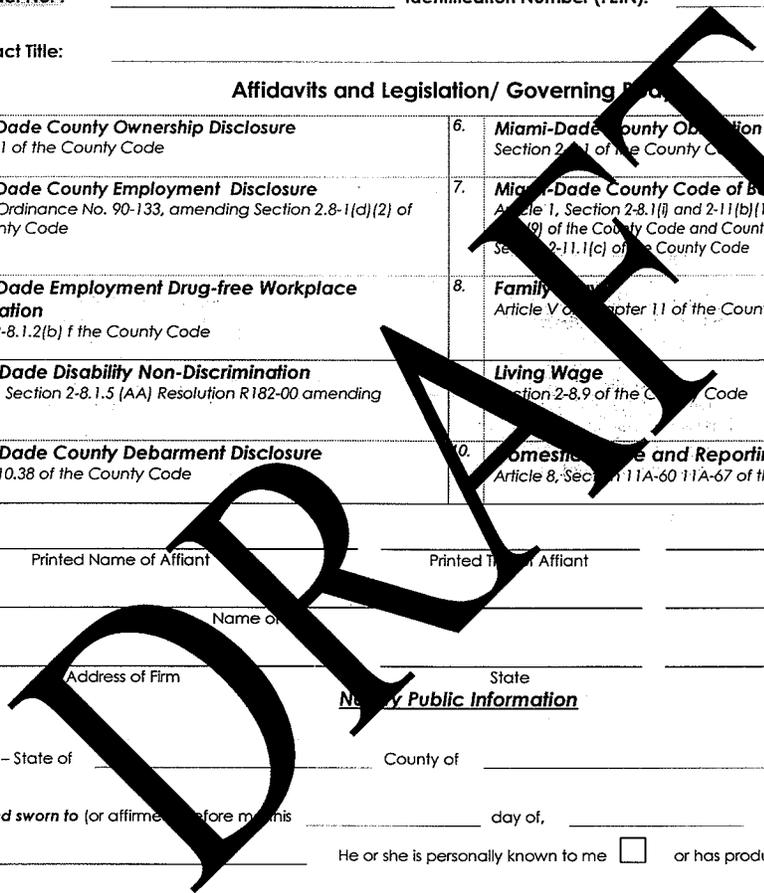
In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavits Form), before they can be awarded a contract. The undersigned affirms that the Affidavit form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No.: _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Code

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Obligation to County Section 2-11.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(j) and 2-11(b)(1) of the County Code through (6) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code	8. Family Violence Article V of Chapter 11 of the County Code
4. Miami-Dade Disability Non-Discrimination Article 1, Section 2-8.1.5 (AA) Resolution R182-00 amending R-385-95	9. Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Domestic Violence and Reporting Article 8, Section 11A-60 11A-67 of the County Code



Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

Name of Firm _____ Date _____

Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me or has produced identification

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____

