Invitation to Negotiate (ITN) No. 2016-21-37

Customer Relationship Management (CRM) for Enrollment & Admissions Application

OPENING: October 4, 2016 at 3:00 p.m.

A NON-MANDATORY PRE-PROPOSAL MEETING HAS BEEN SCHEDULED FOR THIS ITN ON WEDNESDAY, SEPTEMBER 13, 2016 AT 10:00AM AT THE WOLFSON CAMPUS 300 N.E. 2ND AVE., MIAMI, FL 33132, BUILDING 7 (ETCOTA), ROOM 7128.

Proposals will be accepted in the Purchasing Department, Kendall Campus, Room 9254, 11011 S.W 104th Street, Miami, FL 33176 prior to 3:00 P.M. EST, on October 4, 2016. Proposals received after 3:00 P.M. will be returned to the vendor unopened. The time will be based on the time kept in the Purchasing Department.

Purchasing Director: ROMAN MARTINEZ, MPA, CPPO, CPPB
# TABLE OF CONTENTS

1.0 **Purpose and Terms**  
   1.1 Purpose  
   1.2 Minimum Qualification Requirements  
   1.3 Terms  

2.0 **Background Information; The College**  

3.0 **Timeline**  

4.0 **Proposal Instructions**  
   4.1 Form of Vendor Response  
   4.2 Contact with College Personnel  
   4.3 Rules, Regulations and Requirement  
   4.4 Change of Proposal  
   4.5 Withdrawal of Proposal  
   4.6 Modifications of Proposal  

5.0 **Evaluation Process**  
   5.1 Evaluation Committee Meetings  
   5.2 Evaluation Committee and Subject Matter Experts (SME’s)  
   5.3 Presentation and Interviews and software/application demonstrations (Shortlisted proposers only)  
   5.4 “Best and Final Offer” from Short List Proposers  
   5.5 Response to ITN  
   5.6 Evaluation Criteria  
   5.7 Acceptance/Rejection of Proposals  
   5.8 Notice of Intended Decision and Protest of Intended Decision  
   5.9 Contract Requirement  
   5.10 Public Record  

6.0 **Required Information**  
   6.1 Required Forms  
      6.1.1 Proposal Cover Sheet  
      6.1.2 Acknowledgement of Addenda  
      6.1.3 Non-Collusion Affidavit  
      6.1.4 Conflict of Interest Form  
      6.1.5 Non-Discrimination in Employment Form  
      6.1.6 Public Entity Crimes Form  
   6.2 Performance Evaluation Survey (References)  
   6.3 Company Information  
   6.4 Proposed Project Personnel  
   6.5 Subcontractors  
   6.6 Small/Local Business Enterprise  
   6.7 Legal Issues  
   6.8 Indemnification Agreement
6.9 Additional Considerations (Optional)
6.10 Request to Waive Requirement

7.0 Statement of Work
7.1 Customer Management
7.2 Marketing & Campaign Management
7.3 Admissions Application
7.4 Reports & Analytics
7.5 Technical & Security Requirements
7.6 Implementation Methodology
7.7 Training & Documentation
7.8 Support
7.9 Cost Proposal
7.10 CRM-Retention Integration

8.0 General Terms and Conditions
8.1 Contract
8.2 Modification of the Contract
8.3 Assignment of the Contract
8.4 Paragraph Headings
8.5 Applicable Law
8.6 Contractor’s Relationship to the College
   8.6.1 Contractor as Independent Contractor
   8.6.2 College Representative(s)
8.7 Termination
   8.7.1 Termination without Cause
   8.7.2 Termination with Cause
   8.7.3 Suspension
   8.7.4 Default
   8.7.5 Non-Appropriations
8.8 Specification Deviations
8.9 Publicity Release
8.10 Contract Terms
8.11 Invoicing for Services
8.12 Bankruptcy
8.13 Official Notices

9.0 Forms
- Proposal Cover Sheet (Section 6.1.1)
- Acknowledgement of Addenda (Section 6.1.2)
- Non-Collusion Affidavit (Section 6.1.3)
- Conflict of Interest Form (Section 6.1.4)
- Non-Discrimination in Employment Form (Section 6.1.5)
- Public Entity Crimes Form (Section 6.1.6)
- Performance Evaluation Survey (Section 6.2)
1.0 PURPOSE, SCOPE, TERMS

1.1 Purpose

Miami Dade College is soliciting proposals to obtain a cloud-based Customer Relationship Management (CRM) system in support of its enrollment strategy including lead/prospect acquisition, customer tracking, marketing, campaign management, multi-channel communications, admissions application, and analytics and reports.

Stated within this ITN are instructions for submitting the proposal, the procedures and criteria by which a vendor will be selected and the contractual terms by which the College proposes to govern the relationship with the selected vendor.

The Proposer will collaborate with the College for the implementation and hosting of the CRM product(s) listed under the Scope of Work of this solicitation. The service will include design, development, implementation, configuration, documentation, testing, training, data conversion, project and change management, and post-implementation support.

The College shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the ITN and proposal. Prospective proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract. If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this ITN is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work. Unless provided for in the contract with the College, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the College.

The College appreciates your consideration of this ITN and looks forward to receiving your proposal.

1.2 Minimum Qualification Requirements

The following list below of requirements is hereby provided to assist the College in determining that a proposer meets or exceeds the minimum requirements to provide any/all services under this ITN solicitation. These requirements will be used to determine the proposals that will be evaluated by the Evaluation Committee.

- The proposed product(s) must integrate with PeopleSoft Campus Solutions v9.0 or above.
• The Proposer, as a primary vendor, must provide similar service to a minimum of five (5) U.S. Higher Education Institutions, within the last three (3) years.

1.3 Terms

The period of performance under this contract is estimated to be from January 1, 2017 through June 30, 2018. The contract will allow two additional one year renewals at the College’s discretion.
2.0 BACKGROUND INFORMATION; THE COLLEGE

Miami Dade College (MDC) is the largest institution of higher education in America, enrolling more than 165,000 students. The College, is a publicly supported State College which serves the populous metropolitan Miami-Dade County through various campuses and a number of off-campus centers. The campuses are North Campus (including the Carrie Meek Entrepreneurial Center), Kendall Campus, Wolfson Campus, Medical Campus, InterAmerican Campus, Homestead Campus (including Tamiami Airport and MIA satellite locations), Hialeah Campus, and MDC-West. The number and locations may extend during the term of this contract.

MDC is one of 28 Colleges in the Florida College System and is a political subdivision of the State of Florida. The District Board of Trustees of Miami Dade College consists of seven appointed members that work directly with the College President in all matters pertaining to the governance and operation of the College. The District Board is responsible to the State Board of Education and the State Commissioner of Education.

Through its open door policy, the College provides educational opportunities to all, regardless of sex, race, color, religion, marital status, age, national origin, ethnicity, disability, sexual orientation, genetic information, and veteran status. The instructional program is designed to prepare students for the upper division of senior Colleges and universities, or for immediate job entry into career fields. Courses are also offered to meet students' personal interests or to upgrade their occupational skills.

The mission of Miami Dade College is to change lives through the opportunity of education. As democracy’s College, MDC provides high quality teaching and learning experiences that are accessible and affordable to meet the needs of our diverse students and prepare them to be responsible global citizens and successful lifelong learners. The College embraces its responsibility to serve as an economic, cultural and civic beacon in our community.

As a political subdivision of the State of Florida, the College is exempt from all Federal Excise Taxes and State Sales Tax.

For more information on Miami Dade College, its students and unique educational environment, visit its website at www.mdc.edu
3.0 TIMELINE

The following timeline is a general guideline for the issuance, evaluation, recommendation for award of this ITN and the issuance of the contract for this service. The College may change tasks or dates of the timeline as required.

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 25, 2016</td>
<td>ITN Issuance</td>
</tr>
<tr>
<td>August 26, 2016</td>
<td>Legal Advertisement</td>
</tr>
<tr>
<td>September 13, 2016</td>
<td>Pre-Proposal Meeting, 10:00am</td>
</tr>
<tr>
<td>September 21, 2016</td>
<td>Last date to present written questions by 5pm</td>
</tr>
<tr>
<td>September 27, 2016</td>
<td>Answers to Questions Posted</td>
</tr>
<tr>
<td>October 4, 2016</td>
<td>Deadline for submittal of proposals (Proposals due prior to 3:00 p.m. EST)</td>
</tr>
<tr>
<td>October 13, 2016</td>
<td>Evaluation Committee Meeting</td>
</tr>
<tr>
<td>October 19, 2016</td>
<td>Presentation and Demonstrations</td>
</tr>
<tr>
<td>October 24, 2016</td>
<td>1st negotiation meeting</td>
</tr>
<tr>
<td>October 28, 2016</td>
<td>2nd Negotiation meeting</td>
</tr>
<tr>
<td>November 2, 2016</td>
<td>3rd Negotiation meeting (if required)</td>
</tr>
<tr>
<td>November 10, 2016</td>
<td>BAFO submission</td>
</tr>
<tr>
<td>November 17, 2016</td>
<td>Final Evaluation Committee Meeting and Posting of Award Recommendation</td>
</tr>
<tr>
<td>December 13, 2016</td>
<td>Award recommendation presented to the Board of Trustees for ratification</td>
</tr>
<tr>
<td>January 1, 2017</td>
<td>Contract Begins</td>
</tr>
</tbody>
</table>

The Pre-Proposal for this ITN is scheduled for September 13, 2016 at 10:00am at the Wolfson Campus 300 N.E. 2nd AVE., Miami, FL 33132, Building 7 (ETCOTA), Room 7128. Evaluation Committee Meetings and negotiation meetings may be scheduled either at the Wolfson Campus or the Kendall Campus, room at either campus is to be determined (TBD) and will be announced at a later date during this ITN process.
4.0 PROPOSAL INSTRUCTIONS

4.1 Form of Vendor Response

Sealed proposals shall be submitted to the Purchasing Department, Room 9254, Miami Dade College, Kendall Campus, 11011 S.W. 104 Street, Miami, FL 33176-3393, before the opening time of 3:00 p.m. EST on October 4, 2016. Proposals received after 3:00 p.m. EST on October 4, 2016, will be returned to the Proposer unopened. The time of receipt of the proposal will be based on the time kept in the Purchasing Department. Proposals are to be labeled ITN#2016-21-37 - Customer Relationship Management (CRM) for Enrollment & Admissions Application.

Delivery of the proposals to the College's mailroom or to any location other than the Purchasing Department does not meet the requirements for delivery. It is the sole responsibility of the Proposer to assure that the proposal is delivered according to the terms of this section. No copies of the response to this ITN shall be submitted to any other office or department at the College.

Provide one (1) original binder and one (1) digital pdf copy either on a CD disc or flash drive. Digital copies MUST be an exact and complete copy of original binder and must include all signed documents, forms, certificates and licenses. Digital copy must be PDF format, one single file.

4.2 Contact with College Personnel

Questions concerning this ITN shall be directed to Roman Martinez, MPA, CPPO, CPPB Group Director, Purchasing by FAX to (305) 237-0737 or his email at rmartin9@mdc.edu and to no other person or department at the College. Questions and requests must be in writing and must be received no later than September 21, 2016, before 5:00 p.m. EST. The fax or email should contain the following information: ITN #2016-21-37, company name, address, phone number, facsimile number, the requestor’s name, the number of pages being faxed or attached to the email and specific questions.

CONE OF SILENCE: FROM THE TIME THE PUBLIC ADVERTISEMENT OF THIS ITN TAKES PLACE UNTIL THE ITN IS AWARDED AND APPROVED BY THE BOARD OF TRUSTEES, A VENDOR SHALL NOT CONTACT ANY OTHER COLLEGE PERSONNEL OR MEMBERS OF THE COLLEGE’S DISTRICT BOARD OF TRUSTEES, OR ADMINISTRATIVE STAFF EITHER DIRECTLY OR INDIRECTLY, TO DISCUSS THE SELECTION PROCESS OR IN AN ATTEMPT TO FURTHER THEIR INTEREST IN BEING SELECTED. FAILURE TO ABIDE BY THE CONE OF SILENCE POLICY IS GROUNDS FOR DISQUALIFICATION FROM THIS PROCESS AND RESPONDENT WILL NOT RECEIVE FURTHER CONSIDERATION.
4.3 Rules, Regulations, and Requirement

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Dade County, or city government applicable to submitting a response to this ITN and to providing the services described herein.

4.4 Change of Proposal

Should a Proposer desire to change their proposal, the Proposer must do so in writing. Any request for changes must be received prior to the date and hour of the proposal submission deadline. The Proposer name and the ITN# must appear on the envelope.

4.5 Withdrawal of Proposal

A proposal may be withdrawn prior to proposal submission date of October X, 2016. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days after the date of the proposal opening, to provide the proposed services.

4.6 Modifications of Proposal

No unsolicited modifications to proposals will be permitted after the proposal submission deadline.
5.0 EVALUATION PROCESS

5.1 Evaluation Committee Meetings

An Evaluation Committee will review all responsive and responsible proposals and will make a recommendation for award to the College President. The recommendation of the Evaluation Committee will be based on an evaluation of the proposals submitted based on the criteria outlined in Section 5.6. The final award recommendation will be presented to the College President who in turn will present the recommendation of award to the District Board of Trustees. The District Board of Trustees of Miami Dade College will make the final approval of any recommendation provided by the Evaluation Committee and the College President.

5.2 Evaluation Committee and Subject Matter Experts (SME’s)

The Evaluation Committee members are tasked to review and rank the proposers that submit ITN responses to this solicitation. As part of the evaluation process including demonstrations, the Evaluation Committee may rely on Subject Matter Expert’s (SME’s). These are individuals at each department at the College that will be in direct utilization of the software and have the functional requirement knowledge that will allow the gathering qualitative and quantitative data information that will ultimately be provided to the Evaluation Committee. SME’s are non-voting members of this ITN process, they are facilitators to the Evaluation Committee and the ITN process.

5.3 Presentation and Interviews and software/application demonstrations (Shortlisted proposers only)

As part of the evaluation process to be utilized in this ITN process, the Evaluation Committee may short list proposers during the first scheduled public evaluation committee meeting. The Evaluation Committee may rank all proposals received utilizing the criteria in section 5.6 of this ITN. Upon completion of the ranking of proposers, the Evaluation Committee may decide the quantity of proposers that will be invited to continue to the next phase of the ITN; negotiations. Important to note that not all proposers that submit ITN responses may be invited to proceed to the negotiation phase of this ITN; only those that are invited by the Evaluation Committee will do so. During the negotiation phase of the ITN process, shortlisted Proposers may be asked to meet with the Evaluation Committee for the purpose of clarifying or expanding upon any information contained in their ITN proposal. In addition, the College may require that additional information be presented at these meeting(s). Any information provided during the interviews with shortlisted proposers may be included in the final evaluation of the proposer. In addition to
the presentation, the Committee may request for each invited proposers to provide a demonstration of their software.

As stated previously in this section, a proposer providing a response to this ITN solicitation, may be asked to meet with the Evaluation Committee for the purpose of clarifying or expanding upon any information contained in their proposal. In addition, the COLLEGE may require that additional information be presented at this meeting to include demonstration and testing of software’s and running of reports. Any information provided during the interviews may be included in the final evaluation of the firm. An additional 20 points have been assigned to the Evaluation Criteria to cover any demonstrations by each proposer.

5.4 “Best and Final Offer” from Short List Proposers

At the conclusion of the negotiation process, shortlisted proposers whose offer the College is still interested will be asked to submit a written best and final offer (BAFO), to memorialize all agreements reached during negotiations and to extend additional benefits to the College, if desired. An invitation to submit a best and final offer is not automatic. The College reserves the right to negotiate with any proposer at any time during the negotiation process. The negotiation process is intended to stop upon submission of the “best and final” offers and proposers will not be allowed to make further adjustments to their offer or communicate further with the College, except to respond to requests for clarification from the Purchasing office.

There will be a final Evaluation Committee meeting schedule whereby the Evaluation Committee will provide its final recommendation based on the initial written proposal response, presentation/negotiation session(s), and the best and final offer (BAFO), ranking is based on the selection criteria. Such recommendation will be subject to approval by the College President and District Board of Trustees.

5.5 Response to ITN

The evaluation of the proposals will be based primarily on information provided by the Proposer; therefore, care should be taken to submit as much information as necessary to fully and completely respond to all sections of this ITN. Proposals that do not comply with the requirements of this ITN including, but not limited to, the use of required forms and the inclusion of all required materials and data may be deemed as “Non-Responsive” and will receive no further consideration.

5.6 Evaluation Criteria

In the evaluation of the responses to this ITN and in making a recommendation for award, the Evaluation Committee will consider a number of factors. These factors will include, but may not be limited to, the criteria as listed in this section. Information submitted in response to Section 6.0, and 7.0 Scope of Services/Technical Information as well as information obtained from references
and/or interviews with the Proposers (if required) will be used during the evaluation process.

There are eight (8) Criteria items that comprise the Evaluation Criteria, and there is a sole criteria item related to the presentation/demonstration which is part of the 2nd phase of this ITN process. The sole criteria item for presentation/demonstration will only be utilized to rank proposers that are shortlisted and invited to the 2nd phase of this ITN process. These outlined criteria items will facilitate the evaluation process and will provide the Evaluation Committee with a method to score each proposal received as part of this solicitation process. Each criterion will have a numerical weighted score and the determination of how each Proposer will receive their score is dependent on their response to the proposal requirements as outlined herein in this solicitation. The identified points for each criteria are the maximum allowed for each criterion item. The Evaluation Committee will utilize a scale from 0 – 5 with 0 being lowest and 5 being highest.

The Evaluation Committee has the prerogative to determine what scoring methodology to utilize. There are two types of scoring methodologies, one is subjective scoring whereby each member of the committee provides their individual score, for each criteria, for each proposal reviewed. The other is a consensus methodology scoring; this method allows for the committee to discuss each criteria for each proposal and have open and detailed discussions related to each criteria for each of the proposers. After all discussions are completed the Evaluation Committee may assign a score based on the consensus agreement by all Evaluation Committee members. This consensus score must be unanimous. If the committee does not arrive at a unanimous decision they will continue discussing of the criteria until a consensus is reached.

<table>
<thead>
<tr>
<th>Score</th>
<th>Competency</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td><strong>Significantly exceeds</strong> requirements; achievable; applies best practices; clearly and concisely presented; logically organized; well-integrated.</td>
</tr>
<tr>
<td>4</td>
<td><strong>Somewhat exceeds</strong> requirements; achievable; applies best practices; clearly and concisely presented; logically organized; well-integrated.</td>
</tr>
<tr>
<td>3</td>
<td><strong>Meets requirements</strong>; achievable; suitable; acceptably presented; organized; integrated</td>
</tr>
<tr>
<td>2</td>
<td><strong>Somewhat less</strong> than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganized; somewhat integrated</td>
</tr>
<tr>
<td>1</td>
<td><strong>Significantly less</strong> than requirements; not fully achievable, suitable or addressed</td>
</tr>
<tr>
<td>0</td>
<td><strong>Not addressed</strong> or failed to answer question appropriately</td>
</tr>
<tr>
<td>Evaluation Criteria</td>
<td>Points</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td><strong>Customer Management Features</strong> (this criterion incorporates all the features included in the product as related to the scope of work).</td>
<td>15</td>
</tr>
<tr>
<td><strong>Marketing &amp; Campaign Management Features</strong> (this criterion incorporates all the features included in the product as related to the scope of work).</td>
<td>15</td>
</tr>
<tr>
<td><strong>Admissions Application Features</strong> (this criterion incorporates all the features included in the product as related to the scope of work).</td>
<td>15</td>
</tr>
<tr>
<td><strong>Reports and Analytics</strong> (this criterion incorporates all the features included in the product as related to the scope of work).</td>
<td>15</td>
</tr>
<tr>
<td><strong>Technical and Security</strong> (this criterion incorporates all the features included in the product as related to the scope of work).</td>
<td>10</td>
</tr>
<tr>
<td><strong>Implementation, Training, Documentation, and Support</strong> (this criterion incorporates Proposer’s staffing capacity and project management methodology including staff’s credentials and experience in higher education).</td>
<td>10</td>
</tr>
<tr>
<td><strong>References</strong> (this criterion incorporates a listing of higher education institutions whereby the Proposer provided similar services).</td>
<td>10</td>
</tr>
<tr>
<td><strong>Cost Proposal</strong> (this criterion incorporates the Proposer’s total cost of the proposed services).</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100</td>
</tr>
<tr>
<td><strong>Finalist(s) Interview and Demo’s (Optional)</strong></td>
<td>20</td>
</tr>
<tr>
<td><strong>Total Maximum Points</strong></td>
<td>120</td>
</tr>
</tbody>
</table>

### 5.7 Acceptance/Rejection of Proposals

The College may, at its sole and absolute discretion, reject any and all proposals; re-advertise this ITN; postpone or cancel this ITN process at any time; or waive any minor irregularities in the ITN or in the proposals received as a result of this ITN. Also, the determination of the criteria and process whereby proposals are evaluated, the decision as to a recommendation for the award, or whether or not an award shall ever be made as a result of this ITN, shall be at the sole and absolute discretion of the College. In no event will any successful challenger of these determinations or decisions be automatically entitled to a contract for the services described in the ITN. The submittal of a proposal will be considered by the College as constituting an offer by the Proposer to perform the required service at the stated fees.
5.8 Notice of Intended Decision and Protest of Intended Decision

A Notice of Intended Decision to recommend or reject proposals will be posted in the Purchasing Department and at the Purchasing website [www.mdc.edu/purchasing](http://www.mdc.edu/purchasing). In the event an unsuccessful Proposer desires to protest the College’s notice of intended decision to award or reject a proposal, that Proposer shall be required to comply with the Miami Dade College Bid Protest Procedures 6010 (a copy of which is available from the Purchasing Director at Miami Dade College, including, without limitation, filing a notice of protest with the Director of Purchasing, in writing, within seventy-two (72) hours after receipt of the notice or posting of the intended decision, and filing a formal written protest within ten (10) calendar days after the date the notice of protest is filed.

Failure to file a protest that complies with Section 120.53(5), Florida Statutes, within the time prescribed herein shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

5.9 Contract Requirement

The successful Proposer will be required to sign a contract within 60 days after the approval of the recommendation to award by the District Board of Trustees for Miami Dade College, based on the terms, conditions and services described in the ITN and the Proposer’s response, the terms of which are acceptable to the College. In the event that a contract cannot be executed within sixty (60) days after the award, the College may give notice to such Proposer of intent to award the contract to the next most qualified Proposer or to call for new proposals, and may proceed to act accordingly.

5.10 Public Record

Unless specifically exempted by law, all information supplied to the College is subject to disclosure by the College under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The College shall permit public access to all documents, papers, letters or other material submitted in connection with this ITN and the Contract to be executed as result of this ITN selection process, subject to the provisions of Chapter 119.07 of the Florida Statutes.

If a Proposer submits any documents or other information to the College which the Proposer claims is confidential information and exempt from Florida Statutes Chapter 119.07 (“Public Records Law”), the Proposer shall clearly designate that it is confidential information and reference the statutory law that protects this information from being disseminated as a result of a public records request. Proposer is to specifically identify the exemption being claimed under Florida Statutes 119.07, just labeling a document “confidential”, “trade secret” or
proprietary” is not sufficient justification for the College to withhold such documents in response to a public records request for such documents. Instead, the proposer is to provide the specific basis on which it claims the College may withhold the documents from public disclosure according to Florida's statutory requirements.

Notwithstanding the above provision, the COLLEGE may disclose confidential information to the extent required by law or regulation, or any validly issued subpoena or court order within the required time frame even if it is less time than that outlined above. Also, the COLLEGE may release the VENDOR confidential information if the VENDOR fails to strictly comply with any or all of the requirements outlined above.
6.0 REQUESTED INFORMATION

6.1 Requested Forms to Submit with Proposal Response

It is recommended that prospective proposers to this ITN submit as much information as necessary to fully and completely respond to all sections of this ITN. The College understands that responding to this ITN solicitation includes providing requested forms and/or information to be evaluated. In the event proposer does not include all requested information in its submission, the College reserves the right, in its sole discretion, to request such information from proposer. The College will provide a period for such requested information to be submitted to the College’s Purchasing Department. If the requested information is not submitted by the date and time allotted by the College, then the proposer’s submittal may be deemed “Non-Responsive” and may receive no consideration under this ITN procurement process.

6.1.1 Proposal Cover Sheet

Proposer is to complete all requested information on the Proposal Cover Sheet.

Label this Response to Section 6.1.1

6.1.2 Addendum Acknowledgement

If any addendums are issued, the Proposer is requested to acknowledge compliance with the addendum by submitting a signed copy of the addendum in this section. This form will be issued as part of the addendum process. If no addendums are issued, this section only needs to be acknowledged as “None Received”. All addendums will be posted on the Miami Dade College, Purchasing Department Webpage.

Label this Response to Section 6.1.2

6.1.3 Non-Collusion Affidavit

Proposer is to complete all requested information on the Non-Collusion Affidavit Form and submit the completed form with their proposal response.

Label this Response to Section 6.1.3
6.1.4 Conflict of Interest Form

Proposer is to complete all requested information on the Conflict of Interest Form and submit the completed form with their proposal response.

Label this Response to Section 6.1.4

6.1.5 Non-Discrimination in Employment Form.

Proposer is to complete all requested information on the Non-Discrimination in Employment Form and submit the completed form with their proposal response.

Label this Response to Section 6.1.5

6.1.6 Public Entity Crimes

Proposer is to complete all requested information on the Public Entity Crimes Form and submit the completed form with their proposal response.

Label this Response to Section 6.1.6

6.2 Performance Evaluation Survey (References)

Performance Evaluation Surveys (References) - proposer is requested to submit five (5) Performance Evaluation Surveys up to a maximum of eight (8) preferably from higher educational clients whereby the proposer provided CRM services, indicating the scope of the services supported. Clearly indicate if any references are utilizing the CRM in connection with PeopleSoft Campus Solutions or Student Information Systems.

Proposer may utilize the attached Performance Evaluation Survey form found on Section 9 of this ITN solicitation document. It is requested that the proposer send this form to their client providing the reference who in turn will forward the reference form to the Purchasing Department at the COLLEGE. Deadline for submission of these Evaluation Surveys by your clients is October 7, 2016 by 5:00pm. Forms submitted after this date and time may not be evaluated and may not receive consideration by the evaluation committee.

Label this Response to Section 6.2

6.3 Company Information

In order to evaluate the abilities of the Proposer to perform the services requested, information about each Company is requested to be submitted to assist the
evaluation committee in determining the Company's ability to meet the criteria as outlined on Section 5.6, which are to be considered in the award of this ITN. This section identifies specific information that is requested to be submitted in the proposal response.

Proposer is requested to provide a brief history of the firm/organization submitting the proposal. This history should include:

A. How long the company has been in business under the present management/ownership.

B. Identity and background of the principals, including the position/title of each principal.

C. Name of person(s) authorized to make representations for the Proposer, title, address and phone number.

D. Current number of employees.

E. Description and location of all current facilities operated by proposer.

Label this Response to Section 6.3

6.4 Proposed Project Personnel

Proposer is requested to provide resumes of key personnel working on the project. Biographical descriptions should include:

A. Current job title and responsibilities with the current firm.

B. The role of the individual on the project.

C. Past and current experience providing the same or similar services for higher education institutions.

D. The amount of the individual’s time dedicated to this project, e.g., 50% level of effort.

E. Proposed work location for each individual.

Label this Response to Section 6.4
6.5 **Subcontractors**

Proposer shall provide a list of proposed subcontractors, including the names and mailing addresses on any/all proposed subcontractors and a description of the scope and scope of work the subcontractors will perform. Proposer shall also provide biographical resumes of subcontractor personnel including items A-F listed in Section 6.4.

Label this Response to Section 6.5

6.6 **Small/Local Business Enterprise**

The College encourages Minority Business Enterprise (MBE) Participation in accordance with MDC MSBE Policy No.VI-3A and utilizes the MDC Small Local Business Enterprise Policy VI-4 and Procedure No. 6550. Proposers are encouraged, whenever possible, to provide small local business utilization. Indicate whether the Proposer or any proposed subcontractors are certified as a small or minority-owned business under the state where the business is located. If certified, provide a copy of the certification or evidence of the certification.

Label this part of the proposal Response to Section 6.6

6.7 **Legal Issues**

The proposer must indicate if there are any:

A. Suits or proceedings pending, or to the knowledge of the proposer, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the proposer or the Instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the proposer or any of its Instructors to perform their obligations as stated in their response.

B. The proposer is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the proposer.

If there are no issues in these areas, please provide a notarized letter indicating that there are no pending or threatened suits or defaults.

Label this Response to Section 6.7
6.8 Indemnification Agreement

The Contractor shall indemnify and hold harmless the College, its District Board of Trustees, officers, employees, agents, and other representative, individually and collectively (collectively, the “College Indemnities”) from and against any and all Liabilities incurred by any of the College Indemnities. For purposes hereof, Liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest or obligations (including court costs, costs of preparation and investigation, reasonable attorneys’, accountants’ and other professional advisors’ fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels and whether raised by the Parties hereto or a third party, incurred or suffered by the College Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this ITN and the Agreement; (b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor’s documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor’s subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the Premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this ITN or the Contract executed in connection with this ITN; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this ITN. This indemnification shall survive termination of the ITN and the contract executed in connection with the ITN.

The Contractor must acknowledge acceptance of the Indemnification Agreement.

Label this acceptance Response to Section 6.8

6.9 Additional Considerations (Optional)

In addition to the required information to be submitted, the Proposer may include any additional information which may be helpful to the College in analyzing the Proposer's ability to provide the desired service, as noted in this ITN. Responses to this ITN may include descriptions of additional considerations not otherwise outlined in the equipment, service, and cost information provided in the response. Such considerations may include, but are not limited to, the following:

- Proposer-sponsored student scholarships and/or scholarship donations
- Proposer-sponsored events for students
• Sponsorship of College events and/or Promotional Initiatives of the College, such as Miami International Book Fair, Miami International Film Festival, Hall of Fame Event, etc.
• Annual or one-time Capital/Facilities Investment Contribution (restricted or unrestricted, as it relates to intended use of investment)
• Annual or one-time Funding Contribution for Student Organizations, college-wide
• Special pricing or other product-based incentives for employees and students of the College
• Other considerations that may be of value to the College

Label this Response to Section 6.9

6.10 Request to Waive Requirement

The Proposer must provide a summary of any ITN specifications, requirements, terms, conditions, and provisions the Proposer requests to waive. This summary should include a justification and acceptable alternative to the part being waived. If the response to this ITN is in compliance with all ITN specifications, requirements, terms, conditions, and provisions, the Proposer should acknowledge 100% compliance to this section.

Label this Response to Section 6.10
7.0 STATEMENT OF WORK

Miami Dade College is soliciting proposals to obtain a cloud based Customer Relationship Management (CRM) system in support of its enrollment strategy including lead/prospect acquisition, customer tracking, marketing, campaign management, multi-channel communications, admissions application, and analytics and reports.

7.1 Customer Management

Provide an overview of product’s capability in customer management across full recruitment lifecycle from lead acquisition to decision/matriculation. The overview should specifically address the following requirements. For each requirement, please specify if it is supported or not supported and provide a brief description of the functionality.

Lead Acquisition and Management:
- Track each potential lead from beginning to end including, contacts, milestones, competitors, and other relevant information
- Lead scoring, routing, & assignments
- Ability to capture leads from multiple devices and channels.
- Ability to import leads from multiple file formats.
- Ability to merge/reconcile duplicated records from multiple sources.

Customer Management
- Create personalized and comprehensive customer profiles including bio/demo, academic history, and co-curricular and social engagement activities.
- Establish communication plans for different cohorts of customers
- Track all interactions with the customer, regardless of the media. The ability to schedule appointments and to manage to-do items.
- Customer history views available to the CRM users – immediate access to the customer’s history, issues, course and employer information based on the type of the customer

Label this Response to section 7.1.

7.2 Marketing and Campaign Management

Provide an overview of product’s capability in marketing and campaign management. The overview should specifically address the following
requirements. For each requirement, please specify if it is supported or not supported and provide a brief description of the functionality.

Campaign Management
- Organize and launch campaigns across multiple communication channels
- Conduct in-depth analysis of campaign results across multiple communication channels.
- Capability to automate outreach scheduling based on rules (If xx happens, then xx will automatically be scheduled)
- Capability to track, organize, measure, consolidate interactions and responses across multiple communication channels.
- Ability to monitor social networking sites and trigger campaigns or communications.

Email
- Capability to create customized email templates
- Capability to integrate with 3rd party email products
- Individual and Batch email capabilities including Mass email blasting capabilities for a large population.
- Automated e-mails based on workflow rules
- Automatic acknowledgements on email and routing if needed
- Spell checking availability in email sending and template creation
- Preview capability for different email clients
- Attachments to the emails should be allowed

Text Messaging
- Support for multiple SMS gateways.
- Support Opt-In and Opt-Out Compliant
- Individual and Batch SMS Capabilities.

Online Chat
- Ability to configure response templates features
- Route and queue chat requests
- Ability to push pages and information to users through the chat client

Customer Portal
- Support the entire recruitment life cycle from prospect, applicant, to decision/matriculation.
- Personalized content for customers. Security around what information is viewable by the customer.
- Allow the customer to track communications and respond to inquiries.
- Ability to publish information by customer groups or types.
- Support for multiple browsers and mobile devices.

Label this Response to section 7.2.

### 7.3 Admissions Application

The College is seeking an online admissions application that can be easily configured to support multiple student statuses and academic programs, each with its own admission requirements, admission cycle, and evaluation/review process. It is expected that the admissions application will integrate with CRM to provide an end-to-end experience for applicants. Provide an overview of product’s capability in admission application management. The overview should specifically address the following requirements. For each requirement, please specify if it is supported or not supported and provide a brief description of the functionality.

For applicant facing interface:

- Ability to track completion of application
- Ability to save and resume application with self-service function to manage profile
- Generate required documents list, such as transcripts and recommendation letters based on admission program type.
- Automatically provide status updates to applicants via communication channels.
- Display up-to-date application status on customer portal.
- Support online submission of required documents (including letters of recommendation and documentation for residency, as applicable)
- Ability to search match existing applications in PeopleSoft
- Support for multiple browsers and mobile devices.

For back office:

- Support of multiple admission cycles and evaluation/review processes
- Support of multiple application templates
- Ability to quickly access both submitted and not submitted applications
- Automated acknowledgement and communications based on application status.
- Integration with College’s document imaging system, ImageNow.
• Configurable routing of applications for evaluation/review/approval.

Label this Response to all items (a-c) in section 7.3.

7.4 Reports and Analytics

The product(s) must provide rich reporting and analytics capabilities in all phases of the enrollment lifecycle including lead/prospect acquisition, customer management, marketing, campaign management, multi-channel communications, and admissions application.

a. Provide an overview of delivered standard reports and dashboards.
b. Provide an overview of product’s capability in creating customized/ad hoc reports and dashboards.
c. The College owns multiple analytics and reporting tools including Oracle Business Intelligence Suite. Describe product’s capability in interfacing with external analytics and reporting tools.

Label this Response to all items (a-c) in section 7.4.

7.5 Technical & Security Requirements

The College reserves the right to conduct security and compliance audits at appropriate intervals throughout the contract period. It is expected that the selected proposer will facilitate the audit process by making staff and information available as requested by the auditors.

a. Describe in detail the methodology and techniques that will be used to maintain logical, data, and application level security.
b. Describe in detail the training you provided to your developers in writing secure code.
c. Please describe in detail the methodology and techniques that will be used to meet regulatory requirements (e.g. FERPA, HIPPA, data privacy, and other federal, state, and local regulations).
d. Provide the most recent copy of SSAE-16 report.
e. Describe in details the methodology and techniques that will be used to integrate with PeopleSoft Campus Solutions.
f. The College has adopted WCAG 2.0 both Level A and Level AA standards. Provide the most recent copy of VPAT (Voluntary Product Accessibility Template) for the product.

Label this Response to all items (a-f) in Section 7.5.
7.6 Implementation Methodology

a. Provide an overview of the Proposer’s implementation methodology from project inception to closeout. The overview should specifically address Proposer’s approach to requirement gathering, solution design, configuration/development of custom components, data conversion, testing, rollout, and support.

b. Provide a detail description of Proposer’s quality assurance framework including integration standards.

c. Provide a detail description of Proposer’s methodology in handling various touchpoints with MDC staff to avoid confusion and clear lines of responsibility of duties.

d. Describe Proposer’s process for problem management including problem logging, resolution, tracking unresolved problems, escalation procedures, close-out and reporting practices. Include any tools that will be utilized.

e. Describe components of the Proposer’s communication plan and how it will be supported throughout the engagement.

f. Identify any third party vendors involved in your implementation strategy and describe these relationships. Indicate whether these relationships are required or optional for implementation of the proposed solution. Be sure to detail associated costs and requirements related to the third party vendor.

Label this Response to all items (a-f) in Section 7.6.

7.7 Training and Documentation

The Proposer must provide technical and functional trainings. The College prefers the Train-the-Trainer model for functional trainings. The Proposer must provide comprehensive functional and technical documentation and training that is complete, clear and accurate. Documentation must be available at the start of each relevant milestone of the project.

a. Describe Proposer’s strategy and training plan and services for training College employees on the product.

b. Differentiate between technical and functional trainings, indicating the timeframe and method associated with each type of training, including Train-the-Trainer.

Label this Response to all items (a-b) in Section 7.7.

7.8 Support

Provide a copy of Proposer’s SLA. Describe Proposer’s process in maintenances/upgrades. Please describe the notification and escalation procedures and expected resolution time.

Label this Response to Section 7.8.
7.9 Cost Proposal

Identify all costs to be charged for performing the tasks necessary to accomplish the objectives of the scope of work as outlined in this ITN.

Submit detailed cost proposals including software licenses, implementation costs, training, support, and any non-labor expenses, such as travel and incidentals, necessary to accomplish the tasks and complete the contract. Any contract awarded as a result of this solicitation will be all-cost inclusive; no additional monies will be paid for items excluded from the proposal. The cost proposal should align costs with service components and be transparent to MDC. MDC reserves the right to negotiate with respondents to this ITN to ensure that the final contract complies with the amount budgeted for the project.

Label this Response to Section 7.9.

7.10 CRM-Retention Integration

Although it is not included in the scope of this ITN, please provide an overview of product’s capability in integrating/interfacing with student retention product(s) either offered by the proposer or by other vendors.

Label this Response to Section 7.10
8.0 GENERAL TERMS AND CONDITIONS

This section of the ITN contains general terms and conditions which will form the basis of the contract between the College and the Contractor.

8.1 Contract

Prior to the start of the services as awarded under this ITN, the successful firm will be required to execute a written contract with the College. The contract shall include, but not be limited to, the ITN (including all attachments and exhibits) and the successful contractor’s response to the ITN. In the case of a conflict, the documents shall prevail as follows: the Contract, the ITN and the ITN Response.

If the College and the successful Contractor, after good faith negotiations, are not able to agree on a contract within 60 days after the award of the ITN, the College may undertake any one of the following actions:

(1) The College may agree to an extension of the date required to conclude a contract with the successful Contractor for another 30-day period.

(2) The College may formally terminate contract negotiations with the successful Contractor, and thereafter begin negotiations with the next succeeding most qualified Contractor(s), if necessary.

8.2 Modification of the Contract

The documents constituting the entire contract may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of the parties. The contractor agrees that no representations of warranties shall be binding upon the College unless expressed in writing. Any failure by the College to insist on the firm’s performance of any provision of the contract or the waiver by the College of the Contractor’s performance of any provision shall not be deemed a permanent waiver by the College of that provision, nor shall each failure effect the College’s right to insist on the firm’s performance at any other time. Any failure by the firm to insist on the College’s performance of any provision of the contract or the waiver by the firm of the College’s performance of any provision shall not be deemed a permanent waiver by the contractor of that provision, nor shall such failure affect the contractor’s right to insist on the College’s performance at any other time.

8.3 Assignment of the Contract

It is to be expressly understood and agreed by the parties that the firm shall not be permitted to assign, sublet, pledge, hypothecate, surrender, transfer or otherwise encumber or dispose of the contract or any interest in that portion of the contract
without the formal written consent of the College which may be withheld in the College’s sole discretion. It shall be understood that any such assignments of the contract shall not in any manner whatsoever, release the firm from responsibility for performing any provisions of the contract or from liability from the breach thereof.

8.4 Paragraph Headings

The paragraph and section headings in the ITN and in the subsequent contract shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of the ITN or the contract.

8.5 Applicable Law

The firm shall comply with all federal, state and local laws, rules and regulations (“Laws”) applicable to the Contractor’s response to the ITN, the contract executed in connection with the ITN, and the provision of services under the ITN and the ITN contract. The term “Laws” as used in this provision shall be deemed to include all laws which are specifically applicable to the College, as a political subdivision of the State of Florida and an educational institution.

The parties hereby irrevocably submit to any suit, disputes, actions or proceedings arising from or in connection with, the contract shall be determined before the United States District Court for the Southern District of Florida or if jurisdiction is not available therein, the jurisdiction of any State court in Miami-Dade County, State of Florida. The ITN process, the award process and the contract between the College and the Contractor shall be governed by and construed in accordance with the laws of the State of Florida, and Miami-Dade County, Florida and shall not be the forum for any lawsuits arising from an incident in the contract.

Laws applicable to the College – organized under the laws of the State of Florida, and the rules of the State Board of Education, which is a political subdivision of the State of Florida, and as such, must be operated in accordance with the Statutes of the State of Florida and the rules of the State Board of Education. This ITN and the contract to be executed in connection with the award of this ITN must be modified in accordance with any statutory requirement of the State of Florida.

8.6 Contractor’s Relationship to the College

8.6.1 Contractor as Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the services requested. The Contractor and/or its employees are in no respect to be considered any agent or employee of the College. This contract specifies the work to be done by
the firm, but the method utilized to accomplish the work shall be the responsibility of the firm and approved by the College.

8.6.2 College Representative(s)

Unless provided elsewhere in the contract, the College may authorize representative(s) to act on behalf of the College on all matters relating to the contract and/or services being performed hereunder. The representative(s) shall decide all issues which may arise as to the quantity, character and quality of services performed or to be performed pursuant to the contract.

8.7 Termination

Nothing contained in this ITN or the contract for this ITN shall prevent the College from pursuing any other remedies at law or in equity that the College may have against the Contractor.

8.7.1 Termination without Cause

The College may terminate the contract at its convenience for any reason with sixty (60) days advance written notice to the Contractor. In the event of such a termination by the College, the College shall only be liable for the payment of all approved and accepted work performed prior to the effective date of termination. If this occurs, all work documents and materials must be turned over to the College.

8.7.2 Termination for Cause

The performance of work under the contract may be terminated by the College in accordance with this clause, in whole or in part, in writing, whenever the College shall have determined that the firm has failed to meet the performance requirements of the contract.

The College has the right to terminate for default if the Contractor fails to perform the work; fails to perform the work in a manner satisfactory to the College per the specifications; fails to perform within the time specified in the contract; fails to perform any other contract provisions.

The College shall provide notice of termination in writing. The date of termination shall be stated in the notice. The College shall be sole judge of non-performance and has the right to exclude the Contractor, subject to applicable Laws, from responding to future invitations to proposal/bid for a period of time to be determined the College.
Upon termination of the Contractor by the College for cause, default or negligence, termination costs, if any, shall not apply.

### 8.7.3 Suspension

The College shall also have the right to suspend the contract upon written notice to the Contractor. Such written notice shall state the reasons for suspension and allow for a period of ten (10) days during which the Contractor shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the College. If, in the opinion of the College, the Contractor remains in violation of the contract at the completion of the ten (10) day suspension period, the College shall have the right to terminate this contract whereupon all obligations of the College to the Contractor shall cease.

Nothing contained herein shall prevent the College from pursuing any other remedy, which it may have against the Contractor, including claims for damages.

### 8.7.4 Default

The Contractor shall be considered “in default” under this Agreement in the event of failure of the Contractor to maintain the equipment as required in the Agreement, or the failure of the Contractor to perform under any other requirements of this Agreement, where such failure continues for more than seven (7) days after receipt of written notice from the College to correct the condition therein specified. In the event of the Contractor’s notification by the College to correct a performance failure, the College shall have (90) days from the Contractor’s receipt of original notice to monitor the Contractor’s performance and notify the Contractor of cancellation. The failure to perform shall be deemed to have been cured if notice is not received by the Contractor within the said ninety-day period.

The College shall coordinate removal of the Contractor’s equipment with installation of another contractor upon termination of this Agreement.

### 8.7.5 Non-Appropriations

Any contract entered into by the College resulting from the ITN process, shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contractor shall not prohibit or otherwise limit the College’s right to pursue and
contract alternate solutions and/or remedies as deemed necessary by the College in the conduct of its affairs.

8.8 Specification Deviations

Any deviation from the specifications indicated herein must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with all of the ITN specifications, and the successful firm shall be held responsible therefore. Deviations must be explained in detail and placed as response to Section 6.10, Request to Waive Requirement.

8.9 Publicity Release

The Contractor agrees not to refer to award of this contract in any commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the user or the College.

8.10 Contract Terms

The agreement may commence on or about January 1, 2017 and will end on June 30, 2018. The contract will allow two additional one year renewals at the College’s discretion. The Agreement will be subject to cancellation by mutual agreement of both parties in writing. The Contractor may cancel this Agreement by written notice to the College sixty (60) days prior to the effective date of such cancellation.

8.11 Invoicing For Services

The Contractor shall submit to the College, to the attention of the Accounts Payable Department at 11011 S.W. 104th Street, Miami, FL 33176, a monthly invoice for services performed. The invoice amount will be determined based on the final award amount and the final period of performance for the Contractor.

8.12 Bankruptcy

In the event that a voluntary petition is filed by the Contractor under the bankruptcy laws of the United States, or an involuntary petition is filed against the Contractor and is not discharged within a reasonable time, or if the Contractor makes a general assignment for the benefit of the creditors, the College may terminate the contract, without prejudice to any rights hereunder.
8.13 Official Notices

All official contract notices from the Contractor to the College shall be in writing and shall be delivered by registered or certified mail with a return receipt requested to:

Mr. Roman Martinez, MPA, CPPO, CPPB, Group Director, Purchasing
Miami Dade College
Purchasing Department – Rm. #9254
11011 SW 104th Street – Miami, FL 33176
Telephone: (305) 237-0012
Fax: (305) 237-0737
Email: rmartin9@mdc.edu

All official agreement notices from the College to the Contractor shall be in writing and shall be delivered by registered or certified mail to the contractor’s CEO or other designated corporate officer at the corporate offices.
SECTION

9.0

FORMS

The forms that follow are requested to be submitted with the proposer’s response to this ITN. In the event proposer does not include all requested forms in its submission, the College reserves the right, in its sole discretion, to request submission of any/all forms from proposer. The College will provide a period for such requested information to be submitted to the College’s Purchasing Department. If the requested information is not submitted by the date and time allotted by the College, then the proposer’s submittal may be deemed “Non-Responsive” and may receive no consideration under this ITN procurement process.
REQUEST FOR PROPOSAL ITN # 2016-21-37
Customer Relationship Management (CRM) for Enrollment & Admissions Application

Sealed Proposals will be accepted in the Purchasing Department until 3:00 P.M. EST on September 30, 2016

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

LEGAL NAME OF PROPOSER(S) _____________________________________

MAILING ADDRESS: ____________________________________________

CITY, STATE, ZIP CODE: ________________________________________

TELEPHONE NUMBER: ______________________ DATE ______________

FAX NUMBER: ______________________

E-MAIL CONTACT: ______________________

FEDERAL EMPLOYEE IDENTIFICATION (FEIN) NUMBER _____________

BY: SIGNATURE (Manual): ______________________________________

BY: SIGNATURE (Typed): _______________________________________

TITLE: __________________________________________________________
MIAMI DADE COLLEGE
ITN # 2016-21-37

ACKNOWLEDGEMENT OF ADDENDA

ITN 2016-21-37
Customer Relationship Management (CRM) for Enrollment & Admissions Application

I acknowledge that I have received the following Addendum:

Addendum No.____________, Dated___________________
Addendum No.____________, Dated___________________
Addendum No.____________, Dated___________________
Addendum No.____________, Dated___________________
Addendum No.____________, Dated___________________
Addendum No.____________, Dated___________________
Addendum No.____________, Dated___________________
Addendum No.____________, Dated___________________

Company Name: ___________________________________________
Authorized Signature: ______________________________________
Print Name: ______________________________________________
Title: _____________________________________________________
Date: _____________________________________________________
NON-COLLUSION AFFIDAVIT

REQUEST FOR PROPOSAL (ITN) 2016-21-37
Customer Relationship Management (CRM) for Enrollment & Admissions Application

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "VENDOR"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other VENDORS, or with any official of the COLLEGE or any employee thereof, or any person, firm or corporation under contract with the COLLEGE whereby the VENDOR, in order to induce acceptance of the foregoing Proposal by said COLLEGE, has paid or is to pay to any other VENDOR or to any of the aforementioned persons anything of value whatever, and that the VENDOR has not, directly or indirectly entered into any arrangement or agreement with any other VENDOR or VENDORS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The VENDOR hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, potential proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other proposers or potential proposers, or to obtain through any unlawful act an advantage over other proposers or the COLLEGE.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the proposer without consultation with other proposers or potential proposers or foreknowledge of the prices to be submitted in response to this solicitation by other proposers or potential proposers on the part of the proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Signature ____________________________________________
Company Name ____________________________________________
Date  ____________________________________________

Subscribed and sworn to before me this

_______ day of ________________, 2016.

Notary Public in and for the County of ____________________, State of
________________________. My commission expires: ____________________
CONFLICT OF INTEREST FORM

REQUEST FOR PROPOSAL (ITN) 2016-21-37
Customer Relationship Management (CRM) for Enrollment & Admissions Application

The undersigned proposer and each person signing on behalf of the proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the COLLEGE, nor any employee, or person, whose salary is payable in whole or in part by the COLLEGE, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature ____________________________________________
Company Name ____________________________________________
Date  ____________________________________________

_____________________________________
Subscribed and sworn to before me this

__________ day of ________________,  2016.

Notary Public in and for the County of _____________________________,  State of
_______________.  My commission expires: ________________________
NON-DISCRIMINATION IN EMPLOYMENT FORM

Miami Dade College is an equal access/equal opportunity institution which does not discriminate on the basis of sex, race, color, marital status, age, religion, national origin, ethnicity, disability, veteran’s status, sexual orientation or genetic information.

In cases of federal contracts, the COLLEGE and CONTRACTOR agree to abide by the requirements of the Equal Opportunity Clause (41 CFR 60-1.4(a)), the Vietnam Era Veterans Readjustment Assistance Act (VEVRAA ) (41 CFR 60-300.5(a)), and Section 503 of the Rehabilitation Act (41 CFR 60-741.5). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that the COLLEGE and the CONTRACTOR take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485) "During the performance of this contract the Proposer agrees as follows:

"(1) The Proposer will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

"(3) The Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
"(4) The Proposer will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The Proposer will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the Proposer's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The Proposer will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Proposer may request the United States to enter into such litigation to protect the interests of the United States."

Legal Name of Proposer:_________________________________________

By:   _____________________________________________________________
      Signature (Manual)

By:   _____________________________________________________________
      Name (Typed)

Date:_____________________________________________________________
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA
STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to MIAMI DADE COLLEGE
by ____________________________
[Print individual’s name and title]
for ____________________________
[Print name of submitting sworn statement]
whose business address is ____________________________
and (if applicable) its Federal Employer Identification Number (FEIN) is ____________________________.
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____________________________.
[Social Security Number]

2. I understand that a “public entity crime” as defined in Paragraph Section 287.133 (1)(g), Florida Statutes, means

a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime; or
An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Initial next to statement which applies.]

_____ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or against who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this __________ day of __________________________, 20____ personally known __________________________________________________________________________ OR produced identification __________________________________________________________________________.

Notary Public – State of _____________________________________

My commission expires _____________________________________

(Type of Identification)

_________________________________________________________________________________

(Printed typed or stamped commission name of notary public)
Performance Evaluation Survey (References)

Date: 

To: 

Phone: 
Fax: 
E-mail: 

Subject: Performance Evaluation of  (Proposer to Provide Their Name here)  
Number of pages including cover: 2 

To Whom It May Concern: 

Miami Dade College has implemented a process that collects past performance information on various vendors that provide services to the College. The information will be utilized to assist an Evaluation Committee as well as the College’s Administration in the evaluation of the vendors which provided services to your agency of company.

The company listed in the above subject line has chosen to participate in this program. They have listed you as a past client that they provide services for. Both the company and Miami Dade College would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to Roman Martinez, Director of Purchasing by October 7, 2016 by 5pm, or earlier by e-mail to rmartin9@mdc.edu.

Thank you for your time and effort.

Roman Martinez, CPPO, CPPB 
Director of Purchasing
**PERFORMANCE EVALUATION SURVEY**

Performance Evaluation Survey for: ________________________________

Point of Contact: ________________________________________________

Phone and e-mail: ________________________________________________

Fax: No. _______________________________________________________________________

Company/Client’s Name providing the reference: ________________________________

Individual providing the reference: ____________________________________________

Phone and e-mail of individual providing the reference: ____________________________

1. How long have you used the product? _________________________________________

2. Is this the only product you used for recruitment/admissions? If there are others, please list them.

_____________________________________________________________________________________

3. What is your Student Information System? _______________________________________

4. What are the pros and cons of the product? _______________________________________

5. Overall, are you satisfied with the product and the support provided by the vendor?

_____________________________________________________________________________________

6. Do you plan to re-evaluate the market place and may consider another product within the next 3 years?

_____________________________________________________________________________________

7. What is the size of your freshman class?

_____________________________________________________________________________________

**Please evaluate the performance of the VENDOR (10 means you are very satisfied and completely agree with the affirmation of the statement being posed, 5 is the statement being satisfactory or acceptable and 1 being unsatisfactory providing the service as identified in each statement.)**

<table>
<thead>
<tr>
<th>NO</th>
<th>CRITERIA</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Quality and Professionalism of project personnel?</td>
<td>(1-10)</td>
</tr>
<tr>
<td>2</td>
<td>The ability to meet all miles related to the project schedule?</td>
<td>(1-10)</td>
</tr>
<tr>
<td>3</td>
<td>Quality and functionality of the software/application?</td>
<td>(1-10)</td>
</tr>
<tr>
<td>4</td>
<td>Quality of customer service and support?</td>
<td>(1-10)</td>
</tr>
</tbody>
</table>
| 5  | **Overall customer satisfaction, including customer service**<br>
|    | (Your opinion in hiring this VENDOR again based on their performance on services provided to your company previously.) |      |

Overall Comments: ____________________________________________________________

**PLEASE FAX THIS QUESTIONNAIRE NO LATER THAN OCTOBER 7, 2016 BY 5PM TO**
**ROMAN MARTINEZ - E-MAIL AT rmartin9@mdc.edu**

45
PERFORMANCE EVALUATION SURVEYS FOR

Proposer: Please submit this form with your response to provide the College a listing of surveys that were sent out to your clients.

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>PHONE NUMBER</th>
<th>FAX NUMBER</th>
<th>SERVICE DATE(S)</th>
<th>COST OF SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>