January 31, 2013

ADDENDUM #2

NOTICE TO BIDDERS:

Invitation to Negotiate (ITN) 2013-1-11 for Learning Management System (LMS)

1. Solicitation Amendment

There have been amendments to the solicitation. The solicitation attached to this addendum replaces the original in its entirety. Attached to this Addendum is the pdf file for the entire solicitation. Prospective proposers may download it from www.mdc.edu/purchasing as a Word document for those proposers requesting the forms in their original format.

THIS ADDENDUM SHALL BE CONSIDERED PART OF THE ABOVE MENTIONED ORIGINAL ITN DOCUMENT AND IS HEREBY INCORPORATED INTEGRALLY THERewith. WHERE PROVISIONS OF THE FOLLOWING SUPPLEMENTARY DATA DIFFERS FROM THE ORIGINAL ITN DOCUMENT, THIS ADDENDUM SHALL GOVERN AND TAKE PRECEDENCE.

CONTRACTORS ARE HEREBY NOTIFIED THAT THEY SHALL MAKE ANY NECESSARY ADJUSTMENTS IN THEIR ESTIMATES AS A RESULT OF THIS ADDENDUM.

CONTRACTORS SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THIS FORM BY INCLUDING IT IN THEIR RESPONSE TO THIS BID. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

_____________________________________    ______________________
Name         Signature

________________________________       ______________________
Title        Date

_____________________________________
Company Name
2.2 Pre-Proposal Meeting

The College will conduct a pre-proposal meeting on February 4, 2013, beginning at 1:00PM in the Wolfson Campus, 300 NE 2\textsuperscript{nd} Avenue, Room 1376. Attendance at the pre-proposal meeting is strongly recommended. This will be the only time the College staff and administration will be available to respond directly to questions regarding these services. At the conclusion of this meeting, Proposers will not be allowed to contact the College staff directly.

Any changes, additions or modifications to the document that are a result of information obtained at the pre-proposal meeting will be issued as an addendum to the ITN and will become part of the ITN.

If you wish to attend the pre-proposal meeting by telephone conference call, please use the following dial in information. If you need assistance please contact, Charm Stone at 305-237-0004 or cstone@mdc.edu

\textbf{BRIDGE INFORMATION}

Dial in # (Local): (305) 237-2955

Dial in # (Toll-Free): (800) 619-9015

PIN #: 403807

1:00 to 3:00 PM EST
Purchasing Department
11011 SW 104 Street, Room 9254
Miami, FL 33176

Invitation to Negotiate #2013-1-11

Learning Management System (LMS)

Opening: Tuesday, February 19, 2013 at 3:00PM

Hard Copy Proposals will be accepted in the Purchasing Department, Kendall Campus, 11011 SW 104 Street, Room 9254, Miami, FL 33176 prior to 3:00 p.m. on Tuesday, February 19, 2013, and may NOT be withdrawn for 120 days after opened. 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.

CHARM STONE, CPPB, BUYER, PURCHASING
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1. INTRODUCTION

1.1. OVERVIEW

Miami Dade College is the largest institution of higher education in America, enrolling more than 174,000 students at eight campuses throughout Miami-Dade County. The COLLEGE is the hub of higher education opportunity for the diverse population of South Florida. Its mission is to provide accessible, affordable, high quality education by keeping the learner's needs at the center of the decision-making process and working in partnership with its dynamic, multi-cultural community.

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, religion, marital status, age, national origin, handicaps or financial resources.

MDC MISSION – The mission of Miami Dade College is to provide accessible, affordable, high quality education by keeping the learner’s needs at the center of the decision-making process and working in partnership with its dynamic, multi-cultural community.

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

1.2. OBJECTIVES OF INVITATION TO NEGOTIATE (ITN)

• To reduce the cost of providing required Learning Management System (LMS)

• To have a vendor readily available to provide the College with all necessary scope of work to be provided.

1.3. INVITATION TO NEGOTIATE

The ITN process is a flexible procurement process that is used when highly specialized services are required. Negotiations offer an opportunity for selected finalist respondent(s) to discuss their responses with a multi-college evaluation committee and present a “best and final offer” that may lead to a negotiated agreement. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the College. Only representatives of the participating respondents who are authorized to negotiate and make agreements shall be involved in negotiation.
1.4. INVITATION TO NEGOTIATE PROCESS
The purchasing ITN process will be conducted in accordance with Florida Statute and State Board of Education Rule #6A 14.0734.

1.5. SCOPE OF SERVICES
Miami Dade College is soliciting the submittal of formal proposals to establish a contract to provide a Learning Management System (LMS). The purpose of this ITN is to identify vendors who can provide these services and offer Miami Dade College the best value and the highest level of personalized and professional services that are both cost efficient and easy to manage.

1.6. TERM OF THE CONTRACT
This contract will be for the period beginning July 1, 2013 through June 30, 2014. The successful bidder and MDC may, by mutual agreement, extend this contract for four (4) additional one (1) year periods providing the specifications remain the same as on the current contract. Continuation of the contract beyond the initial period is a College prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the College.

Miami Dade College reserves the right as part of their annual evaluation to renew this contract, to re-evaluate the vendor’s performance during the previous annual contract period to validate their performance and provide any corrective action that would be necessary in the event the contract period will be extended.
2.0 SCHEDULE OF EVENTS
2.1 Timeline

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

- **ITN advertised**: Friday, January 25, 2013
- **Solicitation available for distribution**: Thursday, January 24, 2013
- **Pre-proposal meeting**: Monday, February 4, 2013
  Time: 1:00 – 3:00 PM,
  Wolfson Campus,
  300 NE 2nd Avenue, Miami, FL 33132,
  Room 1376
- **Deadline for receipt of questions**: Tuesday, February 12, 2013
  Time: 3:00 PM EST
- **Deadline for receipt of proposals**: Tuesday, February 19, 2013
  Time: 3:00 PM EST
- **1st Evaluation meeting**: Thursday, February 21, 2013
  Time: 9:00AM – 4:00 PM
- **2nd Evaluation Committee Meeting**: Friday, February 22, 2013
  Time: 9:00AM – 4:00 PM
- **On-site visits and presentations**: February 28 – March 15, 2013
- **Posting of Recommended Award**: April 8, 2013
- **Recommendation to Board of Trustees**: June 18, 2013
- **Contract start date**: July 1, 2013

Evaluation Committee Meeting’s will take place in the Wolfson Campus, 300 NE 2nd Avenue, Miami, Fl, 33132, Room # TBA. Any changes or updates as to scheduled meetings related to this ITN process will be advertised in the Daily Business Review and will be posted in the Purchasing Department’s Webpage.
2.2 Pre-Proposal Meeting

The College will conduct a pre-proposal meeting on February 4, 2013, beginning at 1:00PM in the Wolfson Campus, 300 NE 2nd Avenue, Room 1376. Attendance at the pre-proposal meeting is strongly recommended. This will be the only time the College staff and administration will be available to respond directly to questions regarding these services. At the conclusion of this meeting, Proposers will not be allowed to contact the College staff directly.

Any changes, additions or modifications to the document that are a result of information obtained at the pre-proposal meeting will be issued as an addendum to the ITN and will become part of the ITN.

If you wish to attend the pre-proposal meeting by telephone conference call, please use the following dial in information. If you need assistance please contact, Charm Stone at 305-237-0004 or cstone@mdc.edu

**BRIDGE INFORMATION**

Dial in # (Local): (305) 237-2955

Dial in # (Toll-Free): (800) 619-9015

PIN #: 403807

1:00 to 3:00 PM EST
3.0 PROPOSAL INSTRUCTIONS

3.1 RELEASE OF ITN DOCUMENT AND SUBMISSION DATE
The ITN document will be released to the public in around Wednesday, January 23, 2013. All interested vendors are invited to participate in this ITN process and are invited to submit their response to the solicitation on Tuesday, February 19, 2013.

3.2 QUESTIONS DEADLINE
The last date for proposers to submit written questions relative to this ITN or to request information will be Tuesday, February 12, 2013. Questions must be received in the Purchasing Department by February 12th at 3:00 p.m. and must be submitted in writing to Charm Stone, Buyer, Purchasing Department. Questions may be submitted by facsimile to 305-237-0024 or email to cstone@mdc.edu

3.3 STATEMENT OF NO RESPONSE
If declining to submit a proposal, please return the Statement of No Response form located in Section 8.3, Required Forms.

3.4 SUBMISSION OF PROPOSALS
Hard copies of proposals must be received in the Purchasing Department, Kendall Campus, Building 9000, Room 9254, 11011 SW 104 Street, Miami, FL 33176 prior to 3:00 p.m. on Tuesday, February 19, 2013. ITNs 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. Copies of proposals shall not be submitted to any other office or department whatsoever at the College. Proposals will be opened at 3:00 p.m.

The requirements section of the response will be done online with Advantiv Solutions, LLC. Please see the information below in order to complete this process accurately. You MUST complete both an online portion and a hard copy portion to be deemed responsive. If you need any assistance please contact Charm Stone, Buyer, Purchasing Department, 305-237-0004 or cstone@mdc.edu
Detailed functional requirements for this ITN were developed using DecisionDirector®, a secure, web-based team collaboration system provided by Advantiv Solutions, LLC. Likewise, vendor responses to those requirements will be collected and processed via Advantiv’s DD2 RFP Response Management system. Each responding vendor will be provided with a secure, on-line response environment within DD2, similar to that shown in the example below:

Vendors must contact Advantiv Solutions directly, in order to request such an environment. Advantiv Solutions will then provide each vendor with all necessary instructions and support. They can be reached by emailing dd2@advantiv.com. You will then receive an email from Advantiv with everything you need to get started within one business day. The DD2 vendor response environment will open upon the release of the RFP and will close at 3:00 PM (school’s local time) on the due date of the vendor responses. Should an award be made, Miami Dade College anticipates making the winning bidder’s response to the functional requirements a part of the eventual contract. Accordingly, Miami Dade College will require all vendors to provide written verification that the answers that the vendors provide via DD2 are complete, accurate, and final.
3.5 CONTACT WITH COLLEGE PERSONNEL
Questions concerning this Invitation to Negotiate shall be directed to Charm Stone, Buyer, Purchasing Department, and to no other College personnel or District Board of Trustees member. Contacting any other personnel will result in vendor disqualification. The Purchasing Department will determine whether an addendum should be issued as a result of any questions or other matters raised. If issued, the addendum will be incorporated into the ITN and will become part of the contract document.

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 ITN PROCESS AND VENDOR WOULD NOT RECEIVE FURTHER CONSIDERATION REFERENCE THIS ITN.

3.6 WITHDRAWAL OF PROPOSAL
Should the proposer desire to change or withdraw the proposal they shall do so in writing. This communication is to be received by the Purchasing Department, 11011 SW 104 Street, Miami, FL 33176-3393, prior to the date and hour of the proposal opening. The proposer’s name and the proposal number must appear on the envelope.

3.7 MODIFICATION OF PROPOSAL
Should a proposer desire to modify their proposal prior to the opening date and time, the proposer must do so in writing. This communication must be received in the Purchasing Department prior to the date and time of the proposal opening date. The proposer’s name and ITN#2013-1-11 must appear on the envelope. No unsolicited modifications to proposal will be permitted after the date and time of the proposal opening.
4.0 EVALUATION/REJECTION OF ITN PROPOSALS

4.1 METHOD OF EVALUATION

The evaluation of each response to this ITN will be based on criteria defined herein and total value proposed. The recommendation of award shall be made to a responsible Proposer whose proposal is deemed to be the most advantageous to the College, taking into consideration the following evaluation criteria listed in the evaluation criteria matrix.

Only the proposers that meet all the requirements as requested in this ITN solicitation will be evaluated. Only proposers that submit documented references which include a minimum of 3 current customers with LMS purchase agreements awarded and begun within the last 12-months will be evaluated. Additionally, 3 customer references are required with completed LMS projects and/or purchases completed within the last 24-months. References should be higher education customers with a program developed similar in nature, size, and scope identified in this ITN.

All proposals received by the College shall first be reviewed for responsiveness to all ITN requirements. All responsive proposals will be reviewed to certify that the proposer is responsible (references) in providing the required scope of service under this ITN. The Evaluation Committee shall evaluate all responsive and responsible proposals and may shortlist proposers and invite shortlisted proposers to continue with the ITN process. Only shortlisted proposers may be invited to provide presentations to the Evaluation Committee and be ranked according to evaluation criteria. The College reserves the right to develop an evaluation matrix that may incorporate all or partial criteria items as listed on section 4.9 to assist in scoring short listed firms. The Evaluation Committee will reserve the right to determine which criteria’s to utilize in evaluating the presentations as well as any criteria utilized in helping determine the best and final offer and determine which vendor will be recommended for award of contract.

The College will determine a short list of companies with whom to enter into negotiations. At the conclusion of this negotiation process, companies in whose offer the College is still interested will be asked to submit a written best and final offer, 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 companies 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. The final recommendation of the ITN Evaluation Committee shall be based upon the initial written response, negotiation session(s), and best and final offer(s). Such recommendation will be subject to approval by the College President and District Board of Trustees. Notification by public posting will be provided for those proposers whose proposals are not accepted, or if the College rejects all proposals.
The immediate objective of this process is to identify Best Total Value Proposals being offered to the College by prospective vendors interested in doing work for the College.

4.2 VENDOR CONTACT
Contacting members of the Evaluation Committee will result in vendor disqualification. The Purchasing Department will determine whether an addendum should be issued as a result of any questions or other matters that are raised. If issued, the addendum will be incorporated into the ITN and will become part of the Purchase Agreement.

4.3 RIGHT TO NEGOTIATE
Upon evaluation of the responses, the College has the reserved right to enter into negotiations with one or multiple respondents (not necessarily the respondent with the lowest overall fees) that appear to have submitted a proposal the best meets the overall needs and requirements of the College. Negotiations will include, but will not be limited to, price and the terms and conditions of this ITN.

However, issues may arise that the College may not negotiate due to state fiscal policies, state laws, or College policies and an impasse could arise. If for any reason a respondent(s) and the College cannot arrive at a mutual agreement that would result in the issuance of an award, the College reserves the right to terminate negotiations, to reject the proposal and to continue negotiations with other responsive Proposers that may lead to the issuance and award of satisfactory contractual relationships.

4.4 PRE-AWARD NEGOTIATIONS
The College reserves the right to negotiate prior to award with the highest ranked Proposers for purpose of addressing the matters set forth in the following list, which may not be exhaustive. Negotiations may be in person, by teleconference or any other means as the best interest of the College indicates.

1. Resolving minor differences and editing errors
2. Clarifying necessary details and responsibilities
3. Emphasizing important issues and points
4. Receiving assurances from Proposers regarding key points
5. Obtaining the highest and best total value agreement

4.5 BEST AND FINAL OFFER(S):
At the conclusion of negotiations, the College will solicit written best and final offers from the firms with whom negotiations have been successful to date. The best and final offers will be reviewed, and will be ranked, after which the successful Proposer will be recommended, by the ITN Evaluation Committee, and upon as the top-ranked Proposer to the College President and College Board of Trustees.

4.6 COLLEGE USE OF PROPRIETARY INFORMATION
If the Proposer needs to submit proprietary information with the proposal, the Proposer shall ensure that it is enclosed in a separate envelope form the proposal and that it is clearly designated and conspicuously labeled as such.
The College shall have the right to use any ideas that are contained in any proposal received in response to this ITN, along with any adaption of such ideas. Selection or rejection of the proposal shall not affect the College’s right of use. Provided however, that the College will, in good faith, honor any Proposer’s information that is clearly designated and conspicuously labeled as proprietary, and the College concurs that the information is proprietary, that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Purchasing Officer and subject to limitations in the Florida Public Records Act and Federal law. Rates, fees, and charges cannot be considered proprietary. The College shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The College shall likewise not be liable if it did not know that such information was proprietary.

4.7 ERRORS AND OMISSIONS IN PROPOSER’S PROPOSAL
The College may accept or reject any Proposer’s proposal, in part or its entirety, if such proposal contains errors, omissions, or other problematic information.

4.8 DETERMINATION OF AND INFORMATION CONCERNING PROPOSER’S QUALIFICATIONS
The College reserves the right to determine whether a Proposer has the ability, capacity, and resources necessary to perform in full resulting from this ITN. The College may request from the Proposers information it deems necessary to evaluate each Proposer’s qualifications and capabilities to deliver the services sought hereunder. The College may reject any Proposer’s proposal for which such information has been requested but which the Proposer has not provided. Such information may include but is not limited to those outlined in Section 4 of this ITN document.

4.9 SELECTION CRITERIA
In the evaluation of the responses to this ITN and in making a recommendation for award, the ITN 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 obtained from references and/or interviews with the firms (if required) will be used during the evaluation process.

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<tr>
<th>Criteria</th>
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<tbody>
<tr>
<td>A. Administration</td>
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<td>B. Common</td>
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<tr>
<td>C. Data Loads &amp; Exchanges</td>
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<tr>
<td>D. General Information</td>
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<tr>
<td>E. Institution Level Support</td>
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<tr>
<td>F. Learning Support</td>
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<tr>
<td>G. Supplemental Systems &amp; Tools</td>
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<tr>
<td>H. Teaching Support</td>
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<tr>
<td>I. Cost Proposal (To be included w/original proposal.)</td>
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The criteria outlined on section 4.9 shall be utilized by the Evaluation Committee to facilitate the evaluation and may be modified by the Evaluation Committee during any phase of the ITN process of evaluation and selection.

4.10 ACCEPT AND 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 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 services at the stated fees.

4.11 NOTICE OF INTENDED DECISION AND BID PROTEST

Notices of intended decision to recommend or reject bids shall be posted in the Purchasing Department on or about April 8, 2013.

In the event that an unsuccessful Bidder desires to protest the College’s notice of intended decision to award or reject bids, the adversely affected bidder shall be required to comply with Miami Dade College Bid Protest procedures, a copy of which is available from the Purchasing Department, including, without limitation, filing a notice of protest with the Director of Purchasing in writing within seventy-two (72) hours after posting or, in the case of a mailing or hand delivery, within seventy-two (72) hours after receipt of the notice of intended decision, and filing a formal written protest within 10 calendar days after the date the notice of protest is filed.

Failure to file a protest within the time prescribed herein which complies with Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 12, Florida Statutes.

4.12 CONTRACT REQUIREMENT

The successful proposer will be required to sign a contract, the terms of which are acceptable to the College. A contract must be prepared within 60 days upon award being approved by the President and Board of Trustees. Such contract shall be based on the terms, conditions and services described in the ITN, any issued Addendums, all other contract documents included in the proposer’s response to the ITN solicitation including all documents submitted during the evaluation and selection process.

4.13 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 for this ITN, 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 Laws”), the Proposer shall clearly designate that it is confidential information and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07.

The College shall notify the Proposer within three (3) business days of receiving a request in writing from another party for disclosure of any documents or other information provided by the Proposer to the College and designated as confidential information. The Proposer shall thereafter notify the College within seven (7) days after the date of written notification as to whether the Proposer intends to have the College continue to treat the information requested for disclosure as confidential information and pursue its claim of exemption from the Public Records Law in accordance with the process outlined below. The College may release the requested documents or other information to the requesting party within three (3) business days after the above referenced seven (7) day period has elapsed or earlier, if required by law; unless (I) the Proposer states in its written response to the College that the Proposer shall, at its own cost and expense, immediately undertake all necessary legal actions, including the filing of any necessary papers with a court or other tribunal, to establish or protect the confidential information and the claimed exemption under the Public Records Law and to stay any requirement of the College to release the documents or other information. The Proposer must provide the College with evidence that the required documentation has been filed; (ii) the Proposer must provide written confirmation to the College that the Proposer shall indemnify and hold harmless the College and its trustees, officers, employees and agents, individually and collectively, from and against any and all loss, damages, expenses, demands, claims, liabilities or obligations (including interest, penalties, court costs, costs of preparation and investigation, reasonable attorneys’ fees and associated costs, whether suit is instituted or not, and if instituted, at all tribunal levels); and (iii) the Proposer shall undertake no action that would expose the College, its trustees, officers, employees and agents to any civil or criminal liability. If at any time the Proposer determines to release such documents or other information previously claimed to be confidential information and exempt, or otherwise not to prosecute any action to make such a claim, the Proposer shall immediately notify the College in writing thereof.

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 timeframe even if it is less time than that outlined above. Also, the College may release the Proposer’s confidential information if the Proposer fails to strictly comply with any or all of the requirements outlined above.

4.14 FAMILIARITY WITH LAWS

The proposer is assumed to be familiar with all Federal, State of Florida and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve you from your contractual responsibility.
4.15 PROHIBITING WAGE THEFT ORDINANCE

Proposer is hereby informed of the recently approved Miami Dade County Ordinance entitled; Prohibiting Wage Theft Ordinance found under Section 1. Chapter 22, Sections 1-10 of the Code of Miami-Dade County, Florida.

4.16 SMALL LOCAL BUSINESS ENTERPRISE POLICY AND PROCEDURE

The College has recently adopted Policy No. VI-4 entitled: “Small Local Business Enterprise Initiative” The College is committed to increasing its utilization of goods and services provided by small local businesses. The Small Local Business Enterprise Initiative is created to encourage economic development by assisting small local businesses to complete successfully for professional, construction, and goods and services contracts with the College. Procurement incentives developed and utilized to encourage business with qualified small local firms may include, Sheltered Markets, Mandatory Subcontracting and Preference Points. Although this ITN process does not have procurement incentives, proposers are encouraged, whenever possible, to provide small local business utilization. A complete copy of the Small Business Enterprise Policy and Procedure is available for review and may be requested from Roman Martinez, CPPO, CPPB, Director of Purchasing. You may contact Mr. Martinez at 305-237-0012.

4.17 TERMINATION PROVISIONS

Termination For Default: If through any cause within the reasonable control of the awarded vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, Miami Dade College shall there upon have the right to terminate the services then remaining to be performed by giving written notice to the awarded vendor of such termination which shall become effective upon receipt by the awarded vendor of the written termination notice.

In that event, Miami Dade College shall compensate the awarded vendor in accordance with the Agreement for all services performed by the vendor prior to termination, net of any costs incurred by the College as a consequence of the default.

Notwithstanding the above, the awarded vendor shall not be relieved of liability to Miami Dade College for damages sustained by the College by virtue of any breach of the Agreement by the vendor, and the College may reasonably withhold payments to the awarded vendor for the purposes of set off until such time as the exact amount of damages due the College from the awarded vendor is determined.

Insolvency: The College shall have the right to terminate the contractual relationship at any time in the event the successful Proposer files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the successful Proposer and not discharged within thirty (30) days; or of successful Proposer becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law.
5.0 REQUIRED INFORMATION / CONTENTS OF PROPOSAL

5.1 PROPOSAL ORGANIZATION
This section of the ITN provides the proposer with instructions concerning required information that must be submitted as part of their response. Proposers must arrange their proposal in the order outlined in these instructions. Failure to provide any of the required information or required documents or failure to arrange the proposal in accordance with these instructions may result in the proposal being rejected.

Arrange your proposal as follows:

I Proposal Cover Sheet Form
II Company Information
III Responses to Questionnaire
IV References/Financial Documentation
V Additional Required Forms and Miscellaneous Documentation

5.2 NUMBER OF PROPOSAL COPIES REQUIRED
The proposer must submit an original and one (1) Flash Drive or CD with a PDF file of all the proposal submitted, which provide the required information. The original copy of the proposal must contain original signatures, be clearly labeled as the original, and be submitted in a loose-leaf type binder.

5.3 REQUIRED FORMS

5.3.1 Proposal Cover Page
Proposer shall completely fill in all information requested on the Proposal Cover Sheet provided in Section 8.1 of this Solicitation. Include this in Section I of the Proposal. A cover letter may be included after the Cover Sheet.

5.3.2 Warranty
Proposer shall complete the Proposer’s Warranty form in Section 8.2 of this Solicitation and include in Section V of the proposal.

5.3.3 Non-Discrimination in Employment Form
Complete all the required information on the Non-Discrimination In Employment Form. See Section 8.0, Required Forms. Label this Response to Section 5.3.3 and include in Section V of the proposal.

5.3.4 Addendum Acknowledgment
If any addendums are issued, the proposer must 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 any addendums are issued. If no addendums are issue, this section only needs to be
acknowledged as “none received”. Label this **Response to Section 5.3.4** and include in Section V of the proposal.

### 5.3.5 Public Entity Crimes Form

A Person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Chapter 287.017, Category Two for a period of 36 months from the date of being placed on the convicted vendor list as per State of Florida Statute 287.133(2)(a). The Proposer must complete the Sworn Statement on Public Entity Crimes Form located in Section 0, Required Forms, as response to this section and to show compliance with State of Florida Statute 287.133(2)(a) and the intent of the statute. Label this **Response to Section 5.3.5** and include in Section V of the proposal.

### 5.4 QUESTIONNAIRE (SECTION III)

Proposer must provide a response to the information requested in Section 6 of this Solicitation. This response is to be included in Section III of your proposal.

#### 5.4.1 Additional Required Information

Proposer must provide a response to each of the 7 statements. Label this **Response to Section 5.4.1** and include in Section III of your proposal.

### 5.5 AUDITED FINANCIAL STATEMENT (SECTION IV)

Proposer must furnish a copy of their most recent independently audited financial statement; **Response to Section 5.5** shall be included in Section IV of your proposal

#### 5.5.1 Cost Proposal

Costs include start-up costs, ongoing costs and technical support costs. Start-up (installation) costs are the initial expenses involved in purchasing or using the software. Ongoing costs are the expenses for maintaining the software after the initial setup, such as upgrades and new versions of the software. Technical Support costs are the expenses of purchasing software assistance from the vendor, e.g., help desk for users via email and/or telephone, assistance with servers, networks or interfacing with other software. Label this **Response to Section 5.5.1** and include in Section IV of your proposal.

Costs for the following work must be provided in Section IV. Price is requested for the following:

- Data Conversion
- Software Training and Education Cost
- Software Installation Cost
- Application Software License Fees and Modification Cost
- Application Software Annual Maintenance Fee
- Any hosting or maintenance fees

5.6 ANNUAL REPORT (SECTION IV)
Proposer must provide the most current Annual Report; include in Section IV of your proposal.

5.7 INCORPORATION/LICENSING (SECTION IV)
Proposer must provide proof of State of Incorporation and State in which licensed; place in Section VI of the proposal.

5.8 REFERENCES (SECTION IV)
Proposer must complete the references as specified in section 8.6. Please provide six (6) references and follow the instructions on the reference sheet for each reference. You may make copies of the document.

The College reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

Label the Client Reference form as Response to Form 8.6. Include this information in Section IV of the proposal.

5.9 COMPANY INFORMATION (SECTION II)
In order to evaluate the abilities of the Proposer to perform the services requested in this ITN, information about each Company must be provided to determine the Company's ability to meet all of the criteria, which are to be considered in the award(s) of this ITN. This section identifies specific information that must be included in the proposal. Please include this in section II.

5.9.1 Corporate/Company History
Provide a brief history of the firm/business organization submitting the proposal. The history should include:

a. How long the company has been in business.

b. Brief description of the firm’s background.

c. Principal location of business.

Label this Response to Section 5.9.1 and include in section II.
5.9.2 Ownership Information
In order to eliminate any conflict of interest in making awards, it is requested all Proposers to provide the following information concerning company ownership.

If corporation                      President or Chief Executive
If partnership Owners or Partners
If sole proprietorship Owner

Label this **Response to Section 5.9.2** and include in section II.

5.10 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. Label this **Response to Section 5.10** and include in Section II.

5.11 ADDITIONAL CONSIDERATIONS (OPTIONAL RESPONSE)
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 5.11** and include in section V.
6.0 QUESTIONNAIRE (SECTION III)

Proposer's Name: _____________________________________________

Principal Office Address: _____________________________________________

_____________________________________________

_____________________________________________

Official Representative: _____________________________________________

Individual
Partnership  (Circle One)
Corporation

If a Corporation, answer this:

When Incorporated:________________________________________

In what State: _________________________________________

If a Foreign Corporation:

Date of Registration with

Florida Secretary of State:_______________________________________

Name of Resident Agent: ________________________________________

Address of Resident Agent:______________________________________

President's Name: _____________________________________________

Vice-President's Name: ___________________________________________

Treasurer's Name: _____________________________________________

Members of Board of Directors: __________________________________
Questionnaire (continued)

If a Partnership: ___________________________________________________

Date of organization: ___________________________________________________

General or Limited Partnership*: _________________________________________

Name and Address of Each Partner:

<table>
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<th>NAME</th>
<th>ADDRESS</th>
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* Designate general partners in a Limited Partnership

1. Number of years of relevant experience in operating similar business: _____________

2. Have any similar agreements held by Proposer for a project similar to the proposed project ever been canceled? Yes ( ) No ( )

If yes, give details on a separate sheet.

3. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?

If yes, please explain:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
4. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?  Yes (  ) No (  )

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.

5. Person or persons interested in this bid and Proposal Form have (  ) have not (  ) been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words)

Explain any convictions: ______________________________________________
__________________________________________________________________

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits: ________________________________
________________________________________________________________

B. List all judgments from lawsuits in the last five (5) years:
________________________________________________________________
________________________________________________________________

C. List any criminal violations and/or convictions of the Proposer and/or any of its principals:
________________________________________________________________
________________________________________________________________

7. Conflicts of Interest. The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)
________________________________________________________________
________________________________________________________________
The Proposer understands that information contained in this Questionnaire will be relied upon by Miami Dade College in awarding the proposed Agreement and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the proposals of the Proposer, as may be required by the Purchasing Department or Administration. The Proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Dade College. By submitting this questionnaire the Proposer agrees to cooperate with any background information to be verified.

WITNESS: IF INDIVIDUAL:

__________________________ ________________________________
Signature                               Signature
Print Name                        Print Name

WITNESS: IF PARTNERSHIP:

__________________________ ________________________________
Signature                        Print Name of Firm
Print Name                        Address
By: ______________________________
General Partner

WITNESS: IF CORPORATION:

__________________________ ________________________________
Signature                        Print Name of Corporation
Print Name                        Address
By: ______________________________
President
(CORPORATE SEAL) Attest: ___________________________ Secretary
6.1 Additional Required Information (Section III)

1. Provide a copy of Vendor’s Acceptable User or similar policy.

2. Provide a copy of Vendor’s procedures to control Internet fraud, abuse and address compliant investigations.

3. Provide a graphic as well as a narrative description of the Product Roadmap providing a “big picture” or where the design and development this product is currently going in the next five (5) years. If you have multiple products available, provide a graphic and narrative for EACH product separately.

4. Provide backup system diagrams, for both servers and network.

5. Vendors are required to address NOC services to be made available to clients including, but not limited to, the following issues, and indicate whether these services have an additional charge: Operation schedule (i.e., 7x24x52), Holiday exemptions, Toll free number for reporting problems, status updates, etc., Problem escalation procedures, Maintenance/system upgrade, network outage schedule including advance notice provided to clients prior to network takedown.

6. Vendors are required to include a sample copy of their standard SLA for hosted solutions as part of the RFP response. If the standard SLA applies to more than one Vendor service and has already been provided, a duplicate copy is not required.

7. Vendors are required to indicate what is included in any system or equipment setup and installation services. Vendors must minimally include: List of services provided in the Setup Fee, Average time period between setup/installation service request and technicians beginning the process, Average time required to complete setup, installation, testing and bring all components and services to full operational status, Service Levels including installation deadlines and credits for missed deadlines.
7.0 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(s).

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 SMALL LOCAL BUSINESS ENTERPRISE POLICY AND PROCEDURE

The College has recently adopted Policy No. VI-4 entitled: “Small Local Business Enterprise Initiative” The College is committed to increasing its utilization of goods and services provided by small local businesses. The Small Local Business Enterprise Initiative is created to encourage economic development by assisting small local businesses to complete successfully for professional, construction, and goods and services contracts with the College. Procurement incentives developed and utilized to encourage business with qualified small local firms may include, Sheltered Markets, Mandatory Subcontracting and Preference Points. Although this ITN process does not have procurement incentives, proposers are encouraged, whenever possible, to provide small local business utilization. A complete copy of the Small Business Enterprise Policy and Procedure is available for review and may be requested from Roman Martinez, CPPO, CPPB, Director of Purchasing. You may contact Mr. Martinez at 305-237-0012.

7.7 CONTRACTOR’S RELATIONSHIP TO THE COLLEGE

7.7.1 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. The final product must meet the College’s specifications.

7.7.2 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.

7.8 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.

7.8.1 Termination without Cause
The College may terminate the contract at its convenience for any reason with ten (10) 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.

7.8.2 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 by the College.

Upon termination of the Contractor by the College for cause, default or negligence, termination costs, if any, shall not apply.
7.8.3 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.

7.8.4 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.

7.8.5 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.

7.9 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 6.7, Acknowledgment of Compliance or Non-Compliance.
7.10 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.

7.11 CONTRACT TERMS
The agreement may commence on or about July 1, 2013 and will be for 1 year period.

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 one hundred twenty (120) days prior to the effective date of such cancellation.

7.12 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.

7.13 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:

Roman Martinez
Miami Dade College
Purchasing Department – Rm. #9254
11011 SW 104 Street, Miami, FL 33176
Telephone: (305) 237-0012
Fax: (305) 237-0737

All official agreement notices from the College to the Consultant shall be in writing and shall be delivered by registered or certified mail to the Consultant’s CEO, or other designated corporate officer at the corporate offices.
8.0 REQUIRED FORMS

Failure to complete, sign and return the following forms may deem your proposal as non-responsive
8.1 PROPOSAL COVER SHEET (SECTION I)

PROPOSER’S IDENTIFICATION

Name of Organization: _________________________________________________

Address: _________________________________________________

_________________________________________________

_________________________________________________

Contact Person: _________________________________________________

Telephone Numbers
Daytime: _________________________________________________
After Hours/Mobile: _________________________________________________
Fax: _________________________________________________
Email: _________________________________________________

PROPOSER’S GROUP REPRESENTATIVE OR ACCOUNT EXECUTIVE

Name of Firm: _________________________________________________

Address: _________________________________________________

_________________________________________________

_________________________________________________

Group Representative or
Account Executive: _________________________________________________

Telephone Numbers
Daytime: _________________________________________________
After Hours/Mobile: _________________________________________________
Fax: _________________________________________________
Email: _________________________________________________
8.2 PROPOSER'S WARRANTY (SECTION V)

The undersigned person by the undersigned’s signature affixed hereon warrants that:

a) The undersigned is an officer, partner or a sole proprietor of the firm and the enclosed proposal is submitted on behalf of the firm;

b) The undersigned has carefully reviewed all the materials and data provided on the firm’s proposal on behalf of the firm, and, after specific inquiry, believes all the material and data to be true and correct;

c) The firm authorizes the College, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the firm offering this proposal;

d) The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions, as set forth in this ITN other than those deviations noted above;

e) If this proposal is accepted, the contract will be issued as proposed.

____________________________________
Name of Firm

____________________________________
Signature of Authorized Representative

____________________________________
Title of Authorized Representative

____________________________________
Date Signed by Authorized Representative
8.3 STATEMENT OF NO RESPONSE

The undersigned declines to submit a proposal for ITN # 2013-1-11 Learning Management System (LMS)

Reason(s):
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

__________________________________________
Signature

__________________________________________
Title

__________________________________________
Name of Firm

__________________________________________
Telephone
8.4 NON-DISCRIMINATION IN EMPLOYMENT FORM (SECTION V)

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 firm agrees as follows:

“(1) The firm will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. 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 firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.

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

“(3) The firm 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 firm’s commitments under this section, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.

“(4) The firm 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 firm 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 the purposes of investigation to ascertain compliance with such rules, regulations and orders.

“(6) In the event of the firm’s noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the firm may be declared ineligible for further Government 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 firm 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 firm 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 firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the firm 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: ________________________________
8.5 STATEMENT, PUBLIC ENTITY CRIMES (SECTION V)
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 company 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:________________________________________________________)

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:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. 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. [Indicate which statement 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 __________________, 2010

Personally known _________________________________________________

OR Produced identification _________________________________________

Notary Public – State of __________________________________________

My commission expires ____________________________________________

(Type of Identification) ____________________________________________

(Printed, typed or stamped commission name of notary public)
8.6 REFERENCES (SECTION IV)

Vendors are required to submit a list of their customer references by submitting the following information for each reference. The evaluation committee will evaluate all references submitted and will determine the acceptability of all references and may request the vendor to provide additional references or clarifications to submitted references.

Customer references must include a minimum of 3 current customers with LMS purchase agreements awarded and begun with the last 12 months. Additionally, 3 customer references are required with completed LMS projects and/or purchases completed within the last 24 months. References should be customers with a program developed similar in nature, size and scope identified in this ITN. Please fill out this reference sheet for all references.

The Evaluation Committee reserves the right to contact any or all of the references listed.

Customer Name:

City: ___________________________ State: ________ Zip: ________

Provided: ___LMS ___LOR ___Vendor Hosted Solution ___Purchaser-Hosted Solution

Contract Start Date: ________________ Completion Date: ________________

# User Licenses: ________________ Project Estimated Dollar Value: $ ________________

Project Came In On Budget: _____Yes _____No

Successful Contract Completion: _____Yes _____No

Authorization received for _________ to contact customer directly: _____Yes _____No

Customer Coordinator: __________________________ Title: __________________________

Telephone: (____) ________________ x ______ Fax: (______) ________________

E-Mail Address: __________________________ URL: __________________________

Customer Technician: __________________________ Title: __________________________

Telephone: (____) ________________ x ______

E-Mail: __________________________