



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the contract amendment and second renewal option with Turnitin LLC (RFP-2020-023-JH - Plagiarism Detection Services) for grading and plagiarism services. Fiscal Impact: Estimated \$118,299.00 (cumulative \$502,946.00).

Presenter(s): Raj Mettai, Chief Information Officer

What is the purpose of this contract and why is it needed?

Broward College released RFP-2020-023-JH on 09/20/2019 requesting proposals for plagiarism detection services for approximately 30,000 concurrent student users. The initial contract term is for three years, starting October 1, 2020 through September 30, 2023. The contract includes the option to renew for three (3) one (1) year renewal periods. This is to exercise the second renewal option for an additional year pursuant to the Broward College Contract RFP-2020-023-JH for plagiarism detection services. With the development of Artificial Intelligence (AI) applications such as ChatGPT, the College upgraded its license in 2023 to include Artificial Intelligence (AI) detection services.

Faculty and Students are familiar with the platform, as Turnitin has been in use at the College since 2013.

What procurement process or bid waiver was used and why? The College procured these services through a competitive solicitation process in FY2020 via RFP-2020-023-JH - Plagiarism Detection Services.

The Request for Proposals (RFP) provided the College the ability to solicit goods and services from multiple vendors and select the most qualified vendor who met the specified requirements outlined on the solicitation with the best value proposition for the College.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes.

What fund, cost center and line item(s) were used? FD108, CC0288, GL64500.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? Yes.

Was that return on investment not met, met, or exceeded and how? The return on investment was met. This software allows instructors to focus on other tasks rather than trying to review each assignment or test for its originality. Therefore, the time savings alone for this product, justifies the price of the product.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Not applicable.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Approximately \$118,299.00 from BU202, CC0288, FD108, PG000164 (Student Tech Fees). Cumulative total \$502,946.00

06/11/24

CC0288 · Technology Fee Plan

(\$118,299.00)

Raj Mettai
Raj Mettai, Chief Information Officer

5/14/2024

Donald Astrab


Donald Astrab, VP, Academic Operations, Analytics, & Comm
























5/15/2024

APPROVAL PATH: 12191: Turnitin, LLC - Plagiarism Detection Software (RFP-2020-023-JH) (2024-2025)

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Alina Gonzalez	Review & Approve		 Completed	
2	Raj Mettai	CIO Review		 Completed	
3	Donald Astrab	Chief Operating Officer		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	Zaida Riollano	Procurement Approval 		 Completed	
6	Rabia Azhar	CFO Review		 Completed	
6	Christine Sims	Budget Departmental Review		 Completed	
6	Legal Services Review Group	Review and Approval for Form and		 Completed	
7	Board Clerk	Agenda Preparation		 Completed	
8	District Board of Trustees	Meeting	06/11/24 09:30 AM	 Pending	
9	Electronic Signature(s)	Signatures obtained via DocuSign b		 Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	



PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

May 23, 2024

TURNITIN LLC
2101 Webster Street, Suite 1800
Oakland, CA 94612

Attention: Rose Lugo, Customer Success Manager
Email: rlugo@turnitin.com

Dear Ms. Lugo,

This letter shall serve to provide notice of Broward College’s intent to exercise the second renewal option for an additional one year pursuant to the Broward College Contract **RFP-2020-023-JH** for **PLAGIARISM DETECTION SERVICES**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same terms and conditions, except pricing which will be as specified in the Amendment Two and Services Pricing Agreement and the Order Form No: Q-780569-1, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to oaponte@broward.edu.

It is necessary that your company provide the College with an updated Certificate of Insurance. The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

CONTRACT PERIOD: October 1, 2024 through September 30, 2025

If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email oaponte@broward.edu.

Sincerely,

Orlando Aponte
Associate Vice President, Procurement

Cc: RFP-2020-023-JH File

TYPE/PRINT NAME	TITLE
SIGNATURE	DATE

Signee warrants that he/she has full legal power to execute this document on behalf of the stated company.

ORDER FORM



Turnitin, LLC

2101 Webster Street
Suite 1900
Oakland CA 94612
United States

Order Form No: Q-780569-1
Date: 29-Apr-2024
Expires On: 30-Sep-2024

Order form for **Broward College**
Proposed by Rose Lugo
Email: rlugo@turnitin.com
Phone:

Customer Information	
Billing Account: Broward College	
Billing Street: 3501 SW Davie Rd.	Primary Contact: Jose Leon
Billing City: Davie	Primary Contact Email: jleon1@broward.edu
Billing State/Province: FL	
Billing Zip/Postal Code: 33314	Billing Contact: Broward College Finance
Billing Country: United States	Email: itfinance@broward.edu
Tax ID: Tax Cert	

Product Name	License Type	Service Start Date	Service End Date	Quantity	Amount
Turnitin Feedback Studio	Enterprise	1-Oct-2024	30-Sep-2025	1	USD 95,276.00
Turnitin Originality	Enterprise	1-Oct-2024	30-Sep-2025	1	USD 23,023.00
				Net Total:	USD 118,299.00
				Gross Total:	USD 118,299.00



Product Descriptions

Turnitin Feedback Studio

Check for similarity and streamline feedback and grading essays

Turnitin Originality

Comprehensive protection against academic misconduct including emerging challenges such as AI writing & contract cheating.

Purchase Order Instructions

If you require a purchase order to submit payment, please follow the below guidance.

1. Please make your purchase order payable to Turnitin, LLC.
2. Your institution name and address must be on the purchase order.
3. The payment on the purchase order must indicate it is in USD and must equal the USD 118,299.00 amount of the order form.
4. Email the purchase order and Order Form to the respective Turnitin representative listed above or orders@turnitin.com.

Payment Instructions

Upon processing your order

All payments are due net 30 days from the date of invoice. Payments are deemed late thereafter and may accrue interest at the lesser of 1.5% per month on the maximum rate and net period allowable under the applicable law that applies to this transaction.

Turnitin may charge VAT/ Indirect Taxes as applicable in the jurisdiction of the service recipient, unless your organization is covered by the Reverse Charge Rules, and provides us with a valid VAT/Indirect Tax ID proof along with the order form.

Products sold to certain states/territories are subject to tax. The sales tax stated on the order form should reflect the value of sales tax on the invoice. If the amount stated here is incorrect, or if a tax exemption certificate is applicable, please have the order form revised before finalization. No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

Cancellations may only be made within the first 30 days from account activation and only for accounts that have five or fewer uploads. Any return of amounts paid for license cancellations are subject to an administration fee of 15% of the license cost.

Signed Order Form Instructions

Please check the details at the top of page one. If any of them are blank or incorrect please amend below.

Billing Address	
Billing Contact	
Billing Email (General billing email preferred)	
Tax ID Number	

Signature Section

By accepting this order form, you agree to the terms and conditions of the Registration Agreement, as modified by Exhibit B, between the District Board of Trustees of Broward College Florida and Turnitin LLC dated September 8, 2020.

Acknowledged and agreed, as of the effective date.

Broward College Signature
Signature
Printed Name
Printed Title
Date



AMENDMENT ONE AND SERVICES PRICING AGREEMENT

This **Amendment One and Services Pricing Agreement** (“Amend One”) of the Registration Agreement entered into between **Turnitin, LLC** (“Turnitin”) and the **District Board of Trustees of Broward College, Florida** (“Institution”) dated September 8, 2020 (the “Agreement”), is made as of the date of last signature below (“Amend One Effective Date”).

The Agreement is renewed as follows:

PRICING: Institution shall pay a **Service fee** (“Fee”) in the total amount of **\$110,147.00 US** for a Turnitin Feedback Studio with Originality License for the Amend One Term. The Service shall include unlimited submissions of papers, unlimited classes and unlimited Similarity Reports for the Term. If indicated below, the Fee also includes Training fees as applicable.

Unless prescribed otherwise herein, payment is due net thirty (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by Florida law.

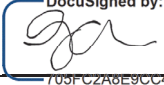
**** IMPORTANT TAX INFORMATION:** Products sold to certain states are subject to tax. Estimated Tax above (if any) is not final. Invoice will reflect Applicable Tax (state and local). No sales tax is charged when provided a valid exemption certificate. If you have a valid tax exemption certificate, please email it to: ar@turnitin.com

AMEND ONE TERM: The Amend One Term is October 1, 2023 through September 30, 2024.

OPTIONAL SERVICES: As may be completed below, Institution orders the following Training, which shall be governed by the terms and conditions as forth in http://turnitin.com/en_us/about-us/our-company/turnitin-training-terms-and-conditions, and this SPA: N/A

SUPPORT: Phone and email support are available Monday through Sunday, 24 X 7.

ACKNOWLEDGED AND AGREED, as of Amend One Effective Date:

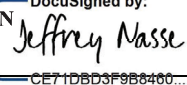
TURNITIN, LLC DocuSigned by:

Signature: _____
705FC2A6E9CC43B...

Print Name: Angela Rhee for Chris Caren

Print Title: CEO

Date: _____ Sep-06-2023 | 10:28 PDT

2101 Webster St Ste 1900
Oakland CA 94612 USA

INSTITUTION DocuSigned by:

Signature: _____
CE71DBD3F986460...

Print Name: _____ Jeffrey Nasse

Print Title: _____ Provost & SVP Academic Affairs

Date: _____ 9/5/2023

Billing Address: 3501 SW Davie Rd. Davie, FL 33314

Billing Email Address:





REGISTRATION AGREEMENT

This **REGISTRATION AGREEMENT** is made as of date of last signature by the parties (the “Effective Date”), by and between **TURNITIN, LLC**, a California limited liability company (“Turnitin”, “Contractor”, or “Vendor”) and **DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA** (“Institution”, “Customer”, or “College”).

1. OVERVIEW. Turnitin has developed and operates a unique service that allows educational institutions to check student work for possible textual matches against Internet-available resources and its own proprietary database (the “Service”). Institution desires to protect and promote academic integrity in its curriculum and students and wishes to subscribe to the Service as a tool for detecting and preventing plagiarism.

2. SERVICES LICENSE GRANT. During the Term and subject to Institution’s compliance with the terms and conditions of this Agreement, Turnitin hereby grants to Institution a non-transferable, non-exclusive license to use the Service. This license shall extend to instructors employed by the Institution (“Instructors”), but only for their use in classes offered through Institution and provided that Instructors shall be subject to the terms and conditions of this Agreement and shall be bound by its provisions as members of Institution. Institution shall be responsible for ensuring their Instructors comply with the terms of this Agreement. No other license is granted by implication, estoppel or otherwise.

3. USE OF SERVICE. With respect to use of the Service, Institution shall:

- a. abide by the Acceptable Use Policy set forth in the Usage Policy for the Turnitin.com site, incorporated herein by this reference, as may be revised by Turnitin from time-to-time. Any such revisions to the Acceptable Use Policy will be posted on the Turnitin.com site. Turnitin shall provide prompt notice to the Institution of revisions to its Usage Policy and Acceptable Use Policy. Continued use of the Service shall constitute Institution’s and its Instructors’ acceptance of future revisions to the policy;
- b. use the Service only in connection with classes offered in its own curriculum, to its own students (“Students”) for the purpose of submitting Student work for evaluation and shall not rent, lease or provide access to or benefits from the Service to any other institution or individual;
- c. use commercially reasonable efforts to retain the confidentiality of any Service passwords;
- d. not make statements to Students that Institution is using the Service in a given class when such class is not registered (Note: even within a particular class using the Service, for purposes of fairness and equal application, Turnitin strongly recommends requiring Student submission of all papers rather than submission by Instructors only of papers singled out by Instructor);
- e. consider Turnitin’s strong recommendation that the course syllabus of each course making use of the Service carry a notice substantially to the effect of the following: “Students agree that by taking this course all required papers may be subject to submission for textual similarity review to Turnitin.com for the detection of plagiarism. All submitted papers will be included as source documents in the Turnitin.com reference database solely for the purpose of detecting plagiarism of such papers. Use of the Turnitin.com service is subject to the Usage Policy posted on the Turnitin.com site.” If use of the Service is instituted after distribution of the syllabus, then Institution shall consider Turnitin’s strong recommendation that equivalent written notice is provided by the Instructor to the Students;
- f. consider Turnitin’s strong recommendation that students enrolling at Institution receive clear notice similar to paragraph 3(e) above in their student handbook or comparable communication at the time of enrollment; and, Turnitin may, in its sole discretion, suspend Institutions or any of its Instructor’s or Student’s access to the Service to (i) prevent damages to, or degradation of, the Service; (ii) comply with any law, regulation, court order, or other governmental request; (iii) otherwise protect Turnitin from potential legal liability; or (iv) address a breach of the Acceptable Use Policy set forth in the Usage Policy for the Turnitin.com site. Turnitin shall use reasonable efforts to provide Institution with notice prior to or promptly following any suspension of the Service. Turnitin shall restore access to the Service as soon as the event giving rise to suspension has been resolved.

4. SIMILARITY REPORTS AND SOURCE DATABASE. With respect to reports evaluating textual sources (“Similarity Reports”) and the database of source documents (“Source Database”), Institution agrees:

- a. to maintain any Turnitin’s notices (including legal notices relating to Turnitin’s proprietary rights (e.g., copyright and trademark notices) and disclaimer on the Similarity Reports;
- b. to exercise its independent professional judgment in, and to assume sole and exclusive responsibility for, determining the actual existence of plagiarism in a submitted paper under the acknowledgement and understanding that the Similarity Reports are only tools for detecting textual similarities between compared works and do not determine conclusively the existence of plagiarism;
- c. any disclosure of a Similarity Report to any third party is at the Institution’s own risk; and,
- d. all papers submitted by Institution and/or its Instructors and Students shall be retained in the Source Database solely for the purposes of using such papers as source material to detect potential plagiarism of such papers in the future, for access by the instructor as an archive of submitted work, and for peer review if the instructor enables such option, except as expressly authorized by Students and/or Instructors.

5. TURNITIN OBLIGATIONS. Turnitin agrees to:

- a. enable Instructors and/or account administrators to create Instructor accounts and enable Students to create Student accounts in the Service, subject to their agreement to be bound by and adherence to, as applicable, this Agreement, and the Usage Policy on the Turnitin.com Site;
- b. create a Similarity Report for each submitted paper and to use reasonable efforts to make such Similarity Report available online for a period of one hundred and eighty (180) days after the set archive date for a class, with subsequent access, as available, to be provided



via request to www.turnitin.com/help;

- c. use commercially reasonable efforts to protect the security of accounts, passwords and the Source Database;
- d. comply with the then current Privacy Policy posted on the Turnitin site, incorporated herein by this reference.

6. OWNERSHIP. As between the parties, subject to the licenses granted herein and the underlying ownership rights of Students in and to the submitted papers, Turnitin owns all rights in and to the Service and all materials created by the Service, including the format of Similarity Reports, and all intellectual property rights related thereto. With the exception of the limited license granted in Section 2, nothing contained herein shall be construed as granting Institution, Instructors, or Students any right, title, or interest in Turnitin's intellectual property or proprietary information. All rights in such items are expressly reserved to Turnitin.

7. PRICING AND PAYMENT. Pricing shall be per Turnitin's Service Pricing Agreement ("SPA"), incorporated herein as Exhibit A. The SPA shall also include the maximum usage of the Service permitted to Institution and Institution agrees not to exceed such usage without purchasing additional usage as per the SPA. All payments are due net thirty (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by Florida law.

8. SUPPORT. Turnitin shall provide reasonable email and phone support to Institution via Institution's sole appointed primary account administrator during Turnitin's normal support hours, with any additional support provided according to the terms of an Additional Support Agreement to be entered into by the parties.

9. TERM AND TERMINATION.

- a. **Term.** The term ("Term") of this Agreement shall consist of an initial Term and any renewal Terms. The initial Term of this Agreement shall commence on the date set forth in the SPA and extend for a period of three (3) years. Thereafter, the Agreement may be renewed on the mutual written agreement of the parties for (i) up to three (3) immediately subsequent and successive one-year renewal Terms, and (ii) up to an additional 180 days beyond the expiration date of the above-noted final, one-year renewal Term, by providing at least sixty (60) days prior written request to Turnitin before that final, one-year renewal Term's expiration date. Notwithstanding the foregoing, the overall Term shall not exceed six and one-half (6.5) successive years. Prior to expiration of a pending Term, Institution's Administrator will be presented with reminders when logging onto the Service regarding the need for renewal. The pricing for such renewal, and any new terms and conditions applicable to the renewal Term will be subject to the mutual written agreement of the parties.
- b. **Termination for Breach.** In the event of a material breach of this Agreement, the non-breaching party may provide the other party written notice of such breach and such other party shall have a period of thirty (30) days in which to cure the breach, except in the case of a payment breach, in which case the cure period shall be five (5) business days. In the event the breaching party fails to cure the breach within the cure period, in addition to whatever other remedies may be available at law or equity, the non-breaching party shall have the right to terminate this Agreement upon providing the other party written notice of termination.
- c. **Termination for Convenience.** The Institution may terminate this Agreement with or without cause at any time for convenience upon thirty (30) calendar days' prior written notice to Turnitin. In the event of termination for convenience, the Institution shall compensate Turnitin for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the SPA. The Institution shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Agreement. The Institution may withhold all payments to Turnitin for such services until such time as the Institution determines the exact amount due to Institution. In no such termination event shall Institution be owed a refund of prepaid fees.
- d. **Survival.** Sections 3(d), 4, 5(c)-(d), 6, and 9-13 shall survive any expiration or termination of this Agreement, regardless of the reason for such termination, and shall continue in full force and effect thereafter.

10. AVAILABILITY. Turnitin shall use commercially reasonable efforts to make the Service available for access over the Internet at least 99% of the time during each month of the Term, except for scheduled maintenance and repairs, failures related to Institution's systems and Internet access, and any interruption in the Service due to causes beyond the control of Turnitin or that are not reasonably foreseeable by Turnitin, including, without limitation: loss or theft of data; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failure; failures or default of third party software, vendors, or products; and communications, network/internet connection, or utility interruption or failure. In the event Turnitin fails to achieve the foregoing availability requirement, Turnitin shall use commercially reasonable efforts to correct such loss or interruption as quickly as practicable. In the event Turnitin fails to achieve the foregoing availability requirement for three (3) consecutive months during the Term, then Institution may terminate this Agreement with thirty (30) days' written notice to Turnitin, and Institution shall be owed a refund of prepaid fees, prorated to the date of such termination.

11. WARRANTY AND DISCLAIMER; LIMITATION OF LIABILITY AND LIABILITY CAP

- a. **Warranty.** Turnitin warrants that to the best of its knowledge, the Service (excluding any Institution, Instructor, Student, or other third party content) does not infringe the intellectual property rights of any third party. During the Term, Turnitin warrants that it shall use reasonable efforts to provide the Service and support as set forth herein and as described on Turnitin's site and published documentation. Notwithstanding the foregoing, Institution acknowledges that the Service is limited in scope by a finite database of material with which to compare a submitted work, a search process that might not have indexed the material that was used to create the submitted work, and non-access to certain proprietary databases of written work. Institution also acknowledges that Reports indicate the possibility of textual matches only and that the actual determination of plagiarism is a matter subject to the professional judgment of Institution acting alone.
- b. **Warranty Disclaimer.** EXCEPT AS SET FORTH IN SECTION 11(a) ABOVE, THE SERVICE (INCLUDING THE SIMILARITY REPORTS) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TURNITIN SPECIFICALLY DISCLAIMS ALL



WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, NON-INFRINGEMENT AND TITLE. NO WARRANTY IS MADE THAT THE SERVICE WILL BE TIMELY, SECURE OR ERROR-FREE. IN JURISDICTIONS NOT ALLOWING THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, TURNITIN'S WARRANTY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY FLORIDA LAW.

THE SERVICE IS ACCESSED AND USED OVER THE INTERNET. INSTITUTION ACKNOWLEDGES AND AGREES THAT TURNITIN DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE INSTITUTION'S DATA, COMPUTERS, OR NETWORKS. TURNITIN SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES.

- c. **Limitation of Liability.** REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY FLORIDA STATE LAW, INSTITUTION AGREES THAT IN NO EVENT WILL TURNITIN OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS, BE LIABLE FOR: (I) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICE; (II) FOR ANY LIABILITY ARISING FROM INSTITUTION'S DISCLOSURE OF A SIMILARITY REPORT TO ANY THIRD PARTY, OR (III) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, EVEN IF TURNITIN HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.
- d. **Liability Cap.** TO THE EXTENT ALLOWED BY FLORIDA STATE LAW, TURNITIN AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE SERVICE, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS PAID TO TURNITIN BY INSTITUTION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVEN RISE TO LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN THOSE JURISDICTIONS TURNITIN'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE LIMITATION OF LIABILITY AND LIABILITY CAP SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.
- e. **Third-Party Products.** In connection with the Service, Turnitin may make available to user, or Customer may separately license certain third party products (collectively, the "Third Party Products"). Except as otherwise provided in the third party licensor's license agreement, if any, accompanying the Third Party Products, Customer shall have a limited, non-transferable (except to a successor entity), non-exclusive license to use the Third Party Products solely in connection with the Services. EXCEPT AS OTHERWISE PROVIDED IN THE THIRD PARTY LICENSOR'S LICENSE AGREEMENT, IF ANY, ACCOMPANYING THE THIRD PARTY PRODUCTS, THE THIRD PARTY PRODUCTS ARE PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND AND TURNITIN AND THE THIRD PARTY LICENSOR DISCLAIM ALL WARRANTIES WITH RESPECT TO THE THIRD PARTY PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TURNITIN OR THE THIRD PARTY LICENSOR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

12. INDEMNIFICATION.

- a. **Indemnification by Institution.** (Intentionally deleted.)
 b. **Indemnification by Turnitin.** (Intentionally deleted.)

13. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by the laws of the United States of America and the State of Florida excluding its conflict of laws rules. The parties hereby consent to the exclusive personal jurisdiction of and venue in the federal or state courts located in 17th Circuit Court of Broward County, Florida or the United States County of the Southern District of Florida.

14. OTHER PROVISIONS. If subscription to the Service is via an individual department, all provisions applying to an Institution herein shall be deemed to apply to the department. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous written or oral agreements. Except as provided herein, all amendments or modifications to this Agreement must be by actual hardcopy execution by an authorized signatory of each party. A party's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the balance of the Agreement, which shall remain in full force and effect and the offending provision shall be modified to the minimum extent required to render the provision enforceable. Institution may not assign or transfer this Agreement. Turnitin may assign this Agreement in the event of acquisition, merger, corporate reorganization or similar change of control event. There are no third party beneficiaries of this Agreement.

ACKNOWLEDGED AND AGREED, as of the Effective Date:



TURNITIN, LLC

Signature: _____

Print Name: Angela Rhee for Chris Caren

Print Title: CEO

Date: 26 August 2020

2101 Webster St Ste 1800
Oakland CA 94612

**DISTRICT BOARD OF TRUSTEES OF BROWARD
COLLEGE, FLORIDA**

Signature: DocuSigned by: _____
718ED749A745435...

Print Name: John Dunnuck

Print Title: SVP Finance & Operations

Date: 9/8/2020

[INTENTIONALLY LEFT BLANK]



EXHIBIT A
SERVICES PRICING AGREEMENT

This **Services Pricing Agreement** ("SPA") is Exhibit A of the Registration Agreement entered into between **TURNITIN** and **DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA** as of the Effective Date.

PRICING: Institution shall pay a **Service fee** ("Fee") in the total amount of **\$ 274,500.00 US****, as specified in the table below, for a Turnitin Feedback Studio with Integration License (including Originality Check, Online Grading and Peer Review) for up to **30,000 Students**, for the Term. The Service shall include unlimited submissions of papers, unlimited classes and unlimited Similarity Reports for the Term. If indicated below, the Fee also includes Training fees as applicable.

Payment #	Payment Due Date	Payment Amount
1 of 3	October 31, 2020	\$ 88,800.00
2 of 3	October 1, 2021	\$ 91,500.00
3 of 3	October 1, 2022	\$ 94,200.00

Unless prescribed otherwise herein, payment is due net thirty (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by Florida law.

**** IMPORTANT TAX INFORMATION:** Products sold to certain states are subject to tax. Estimated Tax above (if any) is not final. Invoice will reflect Applicable Tax (state and local). No sales tax is charged when provided a valid exemption certificate. If you have a valid tax exemption certificate, please email it to: ar@turnitin.com


TERM: Thirty-six (36) months commencing on the Activation Date, which is defined as the date as confirmed via the applicable Turnitin invoice. (For planning purposes, the estimated Activation Date is **October 1, 2020**.)

OPTIONAL SERVICES: As may be completed below, Institution orders the following Training, which shall be governed by the terms and conditions as forth in http://turnitin.com/en_us/turnitin-training-terms-and-conditions, and this SPA:
N/A

- In-Person Training**
 Online Training

ACKNOWLEDGED AND AGREED, as of the Effective Date:

TURNITIN, LLC

Signature:  _____


Print Name: Angela Rhee for Chris Caren

Print Title: CEO

Date: 26 August 2020

2101 Webster Street, Suite 1800
Oakland CA 94612

**DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE,
FLORIDA**

Signature:  _____

Print Name: John Dunnuck

Print Title: SVP Finance & Operations

Date: 9/8/2020

Billing Address: 6400 NW 6TH Way,

Fort Lauderdale FL 33309

Billing Email Address: ITFinance@broward.edu



EXHIBIT B
SUPPLEMENTAL PROVISIONS

These **Supplemental Provisions** (“Supplemental Provisions, “Addendum”, or “Exhibit B”) represents Exhibit B of the Registration Agreement entered into between **TURNITIN** and **DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA** as of the Effective Date.

BROWARD COLLEGE
SUPPLEMENT ADDENDUM – GENERAL

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida (“BC”) and the undersigned (“Vendor”) hereby incorporate this Supplemental Addendum - General (“Addendum”) into the Registration Agreement between BC and Vendor (the “Agreement”).

2. Payment. Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre- and post-audit. BC shall make payment in accordance with BC policies and procedures. BC’s performance and obligation to pay is contingent upon the legislature’s annual appropriation; BC will give notice to Vendor of the non-availability of funds when BC has knowledge thereof. In no related termination event shall BC be owed a refund of prepaid fees. BC will be responsible for paying only for any goods/services it receives. BC is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. Vendor is responsible for and shall pay any taxes due under the Agreement. If Vendor is making any payment to BC, Vendor shall pay timely and not offset any amounts.

3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Vendor represents that it is not on the Convicted Vendor List (see § 287.133, F.S.). Each party hereby assume all risks attributable to its own willful or negligent acts or omissions and its officers, employees, agents and subcontractors or persons otherwise acting at the instance of such party, in furtherance of fulfilling its respective obligations.

4. Information. If the Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by BC to perform the Service.
- (b) Upon written request from BC, provide BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to BC.
- (d) Upon completion of the Agreement, and upon written request by BC, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THE AGREEMENT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THE AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THE AGREEMENT AND BE GROUNDS FOR TERMINATION.

5. Indemnity. Subject to the Agreement’s Section 11.d, Liability Cap, Vendor will indemnify, defend and hold harmless BC, The District Board of Trustees of Broward College, Florida, and their officers, employees, and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen from the acts, omissions, negligence or misconduct of Vendor or its officers, employees, agents, representatives or subcontractors in connection with or related to (a) Vendor’s operations, activities, business and/or services or (b) Vendor’s occupancy or use of the BC premises; or (ii) that Vendor’s products and/or services (collectively,



the IP”) infringes upon or violates any proprietary right of any third party. BC will provide reasonable cooperation in the defense of the suit at Vendor’s expense. Such defense and indemnity shall survive termination or expiration of the Agreement. **Nothing in the Agreement shall be construed as a waiver of sovereign immunity nor as an indemnification of Vendor by BC, and then such indemnification is limited to the express terms of §768.28, F.S.**

6. Compliance. In its performance, Vendor shall, at its own expense, at all times during the term of the Agreement, do the following:

- a. Permits: have all applicable permits, licenses, consents, and approvals necessary;
- b. General: comply with all applicable federal, state, local and rules, regulations, and ordinances and all other governmental requirements;
- c. Privacy: comply with all applicable state and federal laws, and will make commercially reasonable efforts to comply with BC policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law); as it relates to the performance of the Services, Vendor will also comply with the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act, and the Federal Trade Commission’s Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). Vendor shall obtain, in advance, all necessary permissions and consents required in regard to its collection and/or receipt of any such information. In the event that BC will share with or provide access to Vendor of any protected health information (“PHI”), as may be defined by state or federal law, BC and Vendor will enter into a separate agreement which will govern the use of the PHI (in lieu of this provision). Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor; and
- d. Federal funds. **If BC has entered into an agreement with the United States of America, or any Department thereof, and the Agreement is in furtherance of the commitments and/or requirements of such federal agreement OR FUNDS, Vendor agrees to comply with all such terms and conditions, herein incorporated by this reference.** For avoidance of doubt, in no related termination event shall BC be owed a refund of prepaid fees.

7. General Provisions.

- a. Warranties. (Intentionally deleted; please refer to the Agreement’s Section 11 for provisions related to warranty.)
- b. Publicity. Vendor shall not make any announcements relating to the Agreement, nor shall Vendor use BC’s name, trademarks, logos or marks, without the prior written approval from BC in each instance.
- c. Insurance. BC, as a public body corporate entity, represents that it is self-funded for liability insurance, with said protection being applicable to officers and employees, while acting within the scope of their employment by or service to BC. Any provision requiring BC to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor’s (or subcontractor’s) exposure in performing the Agreement and at BC’s request, name BC as additional insured on Vendor’s policies, except for Workers Compensation/Employers Liability. All policies shall be in a form and with deductible limits satisfactory to BC, with insurance companies reasonably approved by BC and authorized to do business in the State of Florida, and written as primary coverage (except for professional liability). Certificates of all insurance shall be deposited with BC promptly after mutual execution of the Agreement. In the event that Vendor’s policies and certificates are cancelled during the Term of the Agreement, Vendor will make commercially reasonable efforts to promptly provide written notice to BC of such cancellation. Timely renewal certificates will be provided to BC as coverage renews. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against BC for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon written request.
- d. Third Parties. There shall be no third-party beneficiary to the Agreement.
- e. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.
- f. Travel Expenses. If BC is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and BC policies and procedures. BC reserves the right not to pay travel expenses unless BC approves such expenses in advance, in writing.
- g. Conflicts. Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with BC unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by Vendor and approved in accordance with applicable BC policies or rules. Violation of this section shall be grounds for termination of the Agreement.



h. Termination. Upon giving at least sixty (60) days' written notice to Vendor, BC may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. BC shall not be liable for any early termination charges. In no such termination event shall BC be owed a refund of prepaid fees.

i. Records. Vendor agrees to keep and maintain, separate and independent records pertinent to the performance of the Agreement, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities under the Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under the Agreement. BC or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable written notice to Vendor.

j. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by BC to Vendor; (b) Restrictions on the hiring of Vendor's employees; (c) BC's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) BC's tort liability; (e) Automatic renewals of the term of the Agreement; (f) Limitation of time to bring suit; (g) (Intentionally deleted; please refer to the Agreement's Section 11 for provisions related to limitation of liability, liability cap, and related); (h) that BC performs reporting functions and/or maintains certain types of operations (i) Granting Vendor any right to audit BC; (j) Attorneys' or collection fees provisions; (k) Arbitration and mediation clauses; and (l) Indemnification of Vendor by BC.

k. Assignment. (Intentionally deleted; please refer to the Agreement's Section 14 for provisions related to assignment). No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

8. No counterparts; Signatures. The Agreement may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. The parties represent that any person signing the Agreement has the authority to do so and that such signature shall be sufficient to bind each party. The Agreement shall be considered signed if/when a party's signature is delivered by facsimile or e-mail transmission of a ".pdf" for-mat date file, including via DocuSign. Such signature via such facsimile, e-mail transmission, or DocuSign shall be treated in all respects as having the same force and effect as an original signature.

By signing below, each party's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

TURNITIN, LLC (VENDOR):

By:  _____

Name: Angela Rhee for Chris Caren

Title: CEO

Date: 26 August 2020

BROWARD COLLEGE:

By:  _____

Name: John Dunnuck

Title: SVP Finance & Operations

Date: 9/8/2020

PROCUREMENT MEMORANDUM

TO: Judy Schmelzer, Associate Vice President, Business Services and Resource Management
THROUGH: Zaida Riollano, District Director, Strategic Sourcing and Procurement Services
FROM: Jose Luis Hidalgo, Procurement Contracting Officer
SUBJECT: RFP-2020-023-JH Plagiarism Detection Services
DATE: May 5, 2020

In accordance with Florida Statutes, Broward College released RFP-2020-023-JH – PLAGIARISM DETECTION SERVICES with the intent to receive proposals from qualified vendors interested in providing the College with plagiarism detection services in accordance with the terms, conditions, and specifications of this RFP.

Notices were sent to 338 prospective vendors using DemandStar, including 58 SDB/MWBEs. The College received two (2) proposals from the following vendors:

1. Copleaks, Inc.
2. Turnitin, LLC

Pursuant to Section 4.2 of the RFP, the reply from Copleaks, Inc. did not meet Minimum Eligibility Criteria and was deemed Non-Responsive.

PROCUREMENT SELECTION COMMITTEES

MEMBER INFORMATION (Broward College Employee unless otherwise noted)	EVALUATION COMMITTEE		NEGOTIATION TEAM
	PHASE I REVIEW OF PROPOSALS	PHASE II INTERVIEWS AND PRESENTATIONS	PHASE III CONTRACT NEGOTIATIONS
James Cook, District Director, Learning Technology	X		X
Jamonica Rolle, Dean, Academic Affairs & Community Pathway	X		
Simone Williams, Faculty Librarian	X		
Lourdes Heuer, English Faculty	X		
Christian Block, Chief Business Officer, IT			X
Zaida Riollano, District Director, Strategic Sourcing and Procurement Services (non-voting)	X		X
Jose Luis Hidalgo, Procurement Contracting Officer (non-voting)	X		X
Jeff Albright, District Director, Contract Negotiations (non-voting)			X

PHASE I – REVIEW OF PROPOSALS

The Evaluation Committee convened in a public meeting to review and evaluate the proposal received, and score and rank the proposal according to the evaluation criteria found in the RFP document.

Upon review of the proposal, the Evaluation Committee selected the below proposer to proceed to Phase III – Contract Negotiations:

- Turnitin, LLC

PHASE II – INTERVIEWS AND PRESENTATIONS

The Evaluation Committee, during Phase I – Review of Proposals (Shortlist Meeting), decided to forgo Phase II – Interviews and Presentations, and move directly to invite the proposer to participate in Phase III – Contract Negotiations.

PHASE III – CONTRACT NEGOTIATIONS

The College’s Negotiation Team convened to conduct negotiations with the proposer:

1. Turnitin, LLC

After conducting negotiations with the proposer, the College’s Negotiation Team considered and recommended an award and a contract to Turnitin, LLC, offering the best value and in the best interest of the College.

BROWARDSM COLLEGE

REQUEST FOR PROPOSALS RFP-2020-023-JH

Plagiarism Detection Services

PROCUREMENT SERVICES DEPARTMENT
6400 NW 6th Way, 2nd Floor, Room 275
Fort Lauderdale, Florida 33309
954-201-7455


<http://www.broward.edu/community/vendor/Pages/procurementservices.aspx>

TABLE OF CONTENTS

Section 1.0	Required Response Form
Section 2.0	Introduction and General Information / Purpose
Section 3.0	Special Conditions
Section 4.0	Submittal Requirements
Section 5.0	Evaluation
Section 6.0	Contract Negotiations
Section 7.0	General Conditions
Attachment A	Statement of "No" Response
Attachment B1	Small Disadvantaged Business (SDB) Processes & Requirements
Attachment B2	SDB Non-Discrimination Profile, Form SDB-1
Attachment B3	SDB Subcontractor/Supplier Contact, Form SDB-2
Attachment B4	SDB Subcontractor/Supplier Utilization, Form SDB-3
Attachment B5	SDB Report of Subcontractor/Supplier Utilization, Form SDB-7
Attachment C	Sample Standard College Contract "Services"
Attachment D	Scope of Services
Attachment E	Drug-Free Workplace Certification (F.S. 287.07)
Attachment F	Non-Disclosure Agreement
Attachment G	Non-Collusion Affidavit
Attachment H	Cost Proposal Form
Attachment I	Vendor Conflict of Interest Form
Attachment J	Public Entity Crimes Statement
Attachment K	Performance Survey Form
Attachment L	Questionnaire Matrix Form
Attachment M	Information Security Affidavit

RFP-2020-023-JH-Plagiarism Detection Services

PROPOSAL ORGANIZATION FORMAT & SUBMITTAL CHECKLIST

	TAB #	SECTION
4.1 GENERAL INFORMATION and SUBMITTAL REQUIREMENTS		
	1	Title Page & Table of Contents
	2	Acknowledgement of Released Addenda to RFP
	3	Letter of Transmittal
	3	W-9 Form
	3	Notice Provision
	3	Vendor Conflict of Interest
	3	Non-Discrimination Profile (Attachment B2)
	3	Drug-Free Workplace Certification (Attachment E) - NOTARIZED
	3	Non-Disclosure Agreement (Attachment F)
	3	Non-Collusion Affidavit (Attachment G) - NOTARIZED
	3	Insurance - letter of insurability (Section 3.10 and Section 4.1.12)
	3	Public Crimes Entity Statement (Attachment J)
	3	Information Security Affidavit (Attachment M)
	4	Litigation History
4.2 MINIMUM ELIGIBILITY CRITERIA		
	5	Required Response Form - Section 1.0
	6	Licenses/Certifications
	7	Experience
4.3 PROPOSER'S QUALIFICATIONS		
	8	Executive Summary
	9	Organizational Profile
	10	Organizational Chart and Account Management and Staffing
	11	References
4.4 SCOPE of SERVICES PROVIDED and PROJECT METHODOLOGY		
	12	Proposed Solution
	13	Proposed Methodology
4.5 COST PROPOSAL		
	14	Cost Proposal Form, Attachment H
4.6 FINANCIAL CAPACITY		
	15	Financial Capacity
4.7 SDB PARTICIPATION		
	16	SDB Certification/Plan – Attachments B3 (Form SDB-2) and B4 (Form SDB-3)

REQUEST FOR PROPOSALS (RFP) 2020-023-JH
1.0 REQUIRED RESPONSE FORM

RFP#: 2020-023-JH	RFP TITLE: Plagiarism Detection Services		RELEASE DATE: 9/20/2019	
DATE DUE: October 28, 2019	TIME DUE AT OR BEFORE: 2:30:00 p.m. EST	ORIGINAL HARD COPY SUBMITTALS REQUIRED: 1 Original	SUBMITTAL of EXTRA HARD COPIES REQUIRED: 0	CD OR FLASH DRIVE: 1 - PDF Copy of Complete Proposal

This Submittal must be submitted in a sealed package to the Business Services & Resource Management / **Procurement Services Department of Broward College, 6400 NW 6th Way, 2nd Floor, Room 275, Fort Lauderdale, Florida 33309**, plainly marked with the RFP number and title. **We encourage proposers to schedule additional time for delivery of proposals due to security procedures. Submittals received after the date and time due will not be considered.**

All submittals shall include this fully executed **REQUIRED RESPONSE FORM** and must contain all information required to be included in the submittal as described herein. Proposal submittal package must include one hard copy original submittal, an electronic version of submittal on CD or USB Drive(s), and the additional number of copies stated above, if required.

PROPOSER INFORMATION

PROPOSER'S NAME: _____

STREET ADDRESS: _____

CITY AND STATE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT TELEPHONE: _____ CONTACT FAX: _____

CONTACT TOLL FREE: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

How were you informed of this solicitation? (Please provide media name(s) in blank space):

Website: www. **Newspaper:** _____ **Other:** _____

Submittal Certification

I hereby certify that I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and/or provide all information required by this document inclusive of this request for proposals, and all attachments, exhibits and appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in this solicitation, and any released Addenda and understand that these are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

 Signature of Proposer's Authorized Principal Date

 Name of Proposer's Authorized Principal Title of Proposer's Authorized Principal

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.2.1).

REQUEST FOR PROPOSALS (RFP) 2020-023-JH
2.0 INTRODUCTION AND GENERAL INFORMATION / PURPOSE

- 2.1 **GENERAL COLLEGE INFORMATION:** Broward College (hereinafter referred to as the “College” or “BC”) provides higher education and, technical and occupational training for the residents of Broward County, its district by law, as well as a number of international students. As one of the twenty-eight community colleges in the Florida system, the College is designed to be a community-based institution that offers a comprehensive range of programs responsive to changes in the community and in technology. Within Broward County and the Greater Fort Lauderdale, FL area, we operate three main campuses, one urban center, and several satellite centers found on the follow link: <http://www.broward.edu/locations/Pages/default.aspx>. For detailed information on the College visit www.broward.edu.

As the College forges into its second half-century of service to Broward County, it does so as one of the nation’s largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. From the 701 students, 28 professors and the small staff who opened the college in 1960, Broward now serves approximately 65,000 students annually and employs a faculty and staff of more than 2,000. For detailed information on the College visit www.broward.edu.

Enrollment & Demographic Data

Broward College has the third largest enrollment among the 28 colleges in the Florida College System. Up-to-date enrollment and campus community (to include faculty and staff) demographic profile information can be found by accessing the following link: <http://www.broward.edu/discover/Pages/Fast-Facts.aspx>

- 2.2 **PURPOSE OF RFP:** The College is releasing this RFP with the intent to receive proposals from qualified vendors interested in providing the College with plagiarism detection services in accordance with the terms, conditions, and specifications of this RFP. Additional required services and expectations are further defined herein and detailed in Attachment “D”, Scope of Services.

- 2.3 **MINIMUM QUALIFICATIONS:** In order to be considered, a Proposer must, as of the proposal return date stated in this RFP and throughout the duration of its program, meet the applicable minimum eligibility criteria stated in Section 4.0. Additionally, the Proposer must meet the following minimum qualifications:

2.4 **RFP CONTACT and SUBMITTAL OF QUESTIONS:**

CONTACT: Jose Luis Hidalgo
TELEPHONE: 954-201-7566

EMAIL: jhidalg1@broward.edu

- 2.4.1 **Question Submission:** Any questions concerning any condition or requirement of this RFP must be received via email to jhidalg1@broward.edu, with subject line to read “Questions-RFP-2020-023-JH on or before the deadline date and time specified in Section 2.5, Tentative Calendar. Any question(s) which requires a response which amends this solicitation document in any way will be answered via addendum by the Procurement Services Department. If an addendum is posted, an email notification will automatically be sent to all planholders who downloaded the solicitation on Demandstar (<https://network.demandstar.com/>). Any verbal or written information received by Proposers, which is obtained by any means other than this solicitation or by addendum, shall not be binding on the College.

- 2.4.2 **CONTACT AFTER PROPOSALS’ RELEASE - CONE OF SILENCE:** Any Proposer or a lobbyist for a Proposer is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees (the Board), the College President, any Evaluation Committee Member or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services and Resource Management, unless so notified by the Procurement Services Department. A proposal from any Firm will be disqualified when the Proposer or a lobbyist for the Proposer violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by addenda to this solicitation shall be binding on College.

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REQUEST FOR PROPOSALS (RFP) 2020-023-JH
2.0 INTRODUCTION AND GENERAL INFORMATION / PURPOSE

2.5 **TENTATIVE CALENDAR:** The following are important pre-scheduled dates regarding this solicitation; all are subject to change.

9/20/2019	Release Date
10/02/2019	Proposers' Conference
10/07/2019	Written questions due in Procurement Services (<i>See Section 2.4.1</i>)
10/11/2019	Respond to questions via Addendum, if necessary
10/28/2019	Proposals due at or before 2:30:00 p.m. (<i>Proposals due at location specified in Section 1.0</i>)
TBD	Phase 1 - Evaluation Committee Shortlist Meeting Location: TBD Time: TBD
TBD	Phase 2 Evaluation Committee Meeting(s) – presentations, interviews, evaluations, <i>If Necessary</i> Location: TBD Time: TBD
TBD	Tentative Board of Trustees Meeting for Approval of Award

NOTE: Any changes to publicly held meetings will be posted at
<http://www.broward.edu/community/vendor/Pages/procurementservices.aspx>

2.6 **RESERVATION OF RIGHTS:** The College reserves the right to waive informalities and to reject any, all, or part of any or all proposals. The College also reserves the right to conduct discussions with, and Best and Final Offers obtained from, responsible Proposers who submit proposals determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right, but not limited, to:

- a. Reject any and all proposals received as a result of this RFP.
- b. Waive or decline to waive any minor informalities and any minor irregularities in any proposal or responses received. A minor irregularity is a variation from the RFP which does not affect the financials of the proposal, or give one Proposer an advantage or benefit not enjoyed by other Proposers, or substantively change the requirements and/or specifications of this RFP, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- c. Determine equipment or other equivalency to the College's specifications in evaluating proposal responses.
- d. Adopt all or any part of the Proposer's proposal.
- e. Award contracts to multiple Proposers.
- f. Withhold the award of contract.
- g. Select the Proposer it deems to be most qualified to fulfill the needs of the College. The Proposer with the lowest-cost proposal may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable proposal.

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REQUEST FOR PROPOSALS (RFP) 2020-023-JH
3.0 SPECIAL CONDITIONS

- 3.1 **PROPOSERS' CONFERENCE**: Representatives from all interested companies are encouraged to attend. The purpose of the Proposers' Conference is to allow prospective proposers to bring forth questions they may have, to allow prospective proposers to be aware of questions other proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective proposers in preparing the best and most comprehensive proposal for submission to the College. While project questions and dialogue are encouraged at the Proposer's Conference, no information provided is binding unless it is contained within a College released addendum.

All questions submitted in writing will be answered to all proposers via Addenda. All questions shall be submitted in accordance with Section 2.4. Any information given, by any party, at the Proposers' Conference is not binding on the College unless it is contained within a subsequently released Addenda.

Only the information provided in the RFP or via Addenda shall be considered by proposers. In addition, a representative from the College's Supplier Relations and Diversity Department may be present to address issues regarding Small Disadvantaged Business (SDB) participation. SDB approved vendors are invited to attend.

- 3.2 **CONTRACT TERM**: The purpose of this RFP is to establish a contract commencing on the date of the last executed signature and continuing for a period of three (3) years, *or as agreed to in resulting contract*. In accordance with Florida Statute section 1010.04, in the event that this solicitation is for non-academic commodities and/or contractual services (including leasing), the College has conducted the required review of purchasing agreements and state term contracts available under Florida Statute section 287.056."

- 3.2.1 **Contract Renewal(s)**: The term of the contract may, by mutual agreement between Broward College and the awardee, upon final College approval, be renewed for three (3) additional one (1) year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

The College will, if considering renewal, request a letter of intent to renew from each awardee. The awardee will be notified when the recommendation has been acted upon by the College. All prices submitted shall be Firm for the term of the contract unless agreed to otherwise in writing.

- 3.3 **AWARD OF CONTRACT**: The College will use the evaluation criteria stated in Section 5.0, Evaluation, to establish ranking. The College will recommend award, to the top-ranked Proposer(s) with whom a successful contract can be negotiated. In the best interests of Broward College, the College reserves the right to make award to a single Proposer, to more than one Proposer, and/or to include an award that designates one or more awarded vendors, in any combination, regardless of Firm(s) ability to provide 100% of the goods and/or services required in this RFP. Recommended awardee(s) must be approved by the Board before award is final.

- 3.3.1 **Additional Products and/or Services May Be Added or Deleted**: Although this solicitation identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service, from all awarded Proposer(s) under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

- 3.3.2 If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for Optional and/or Value-Added Service(s) as may be required. In this case, the College may sign more than one contract for these services.

- 3.4 **PROBATION PERIOD**: The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Provider if any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.

REQUEST FOR PROPOSALS (RFP) 2020-023-JH
3.0 SPECIAL CONDITIONS

- 3.5 **JOINT VENTURES:** In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at College meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The College shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP. Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "Prime Proposer ("Prime Vendor)". The Prime Vendor must be the joint venture's contact point for Broward College and be responsible for the joint venture's performance under the definitive contract, including all project management, legal and financial responsibility for the implementation of all vendors' systems. The Prime Vendor's name must be clearly stated in Section 1.0, Required Response Form.
- 3.6 **CONTRACT ADMINISTRATION:** The responsibility and authority for the administration of this contract shall be assigned to the IT Chief Business Officer as the Contract Administrator, hereinafter referred to in this proposal as Contract Administrator. The successful Proposer will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the successful Proposer agrees that it will assign a replacement immediately.
- 3.7 **LICENSING:** The Proposer will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses to College upon request. Failure to maintain required licenses and permits shall be cause for termination.
- 3.8 **OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES:** Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s) if agreeable by the awarded vendor and the government agency. Other government agencies to include, but are not limited to the State of Florida, its agencies, political subdivisions, counties and cities. All government agencies allowed by the vendor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.
- 3.9 **TERMINATION/CANCELLATION CLAUSE:** The College reserves the right to cancel this contract, in whole or in part, at any time during the contract period, for non-performance, in the event the awarded vendor does not perform within the terms, conditions & specifications of the contract and this RFP by reference. Upon notification in writing by the campus official responsible for the administration of the contract of the facts concerning non-performance, the awarded vendor will be notified of the problem and will have thirty (30) days to correct such. If the awarded vendor fails to correct the problem to the satisfaction of the College within the thirty (30) day period, the College reserves the right to serve notice of cancellation to be effective within thirty (30) days of notification.
- In the event of such cancellation, the College may elect to award the contract to the next ranked Proposer, extend the contract of another awarded vendor currently under contract to provide like services or re-issue the proposal, whichever is in College's best interest. The obligations of the College under this award are subject to the terms and conditions established by the legislature of the State of Florida. Broward College reserves the right to discontinue service at no expense to the College if College Policy or Florida Statutes determine it is in the College's best interest.
- 3.10 **INSURANCE REQUIREMENTS** Proof of the following insurance will be furnished by any awardee to the College by Certificate of Insurance within 10 days of notification by the College.

A. Commercial General Liability Insurance:

- | | |
|----------------------|-------------|
| 1. Each Occurrence | \$1,000,000 |
| 2. General Aggregate | \$3,000,000 |

REQUEST FOR PROPOSALS (RFP) 2020-023-JH

3.0 SPECIAL CONDITIONS

3. Excess Umbrella Liability \$5,000,000
 4. Professional Liability (including Cyber Liability) per claim of \$1,000,000 for a period of three (3) years after project completion and policy is to be on a primary basis if other professional liability is carried.
- B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP \$1,000,000.
- C. Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.
- D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- E. Insurance Certification **must list the College as Additional Insure** with respect to General Liability.
- F. Insurance Certification must contain a provision for notification to College (thirty) 30 days in advance of any material change in coverage or cancellation.
- G. The College **shall be named as an additional insured with reference to this RFP.**
Insurance Certificate must reference RFP # of this solicitation and must list the College as Additional Insured, as follows: *"The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions, and agreements of **RFP-2020-023-JH** entitled **PLAGIARISM DETECTION SERVICES** from date of commencement to six months after date of completion."*
- H. If any of the required policies provide coverage on a **"claims-made"** basis:
Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another "claims-made" policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.
- I. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

Prior to the commencement of any work the awardee must provide the College Procurement Services Department with a Certificate of Insurance which is evidence of the above coverage and with the College named as an additional insured.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with Section 2.4.1.

The Contractor shall not commence any work in connection with this agreement until he or she has obtained, as a minimum, all of the above referenced types of insurance and such insurance has been approved by the College, nor shall the Contractor allow any sub-contractor to commence work on its sub contract until the sub-contractor has obtained equivalent insurance and provided certificates of insurance showing the coverage to the Contractor. All insurance policies shall be with insurers qualified to do business in Florida. The Contractor shall furnish the College proof of insurance coverage by certificates of insurance no later than ten (10) days after Contract award. All required insurance policies shall name the College, our Board of Trustees, and the State of Florida (collectively College) as an additional named insured. The Contractor shall promptly notify the College of any changes in insurance coverage or carrier.

The College shall be exempt from, and in no way, be liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or sub-contractor that obtained the insurance.

- 3.11 **FAMILIARITY WITH LAWS:** All Proposers are required to comply with all applicable Federal, State and Local Laws and/or Ordinances, Codes, Rules and Regulations, including wage and labor requirements, controlling the action or operation of this proposal. The relevant laws include but are not limited to FAA Regulations, Transportation Security Administration (TSA) Regulations, The Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA) of 1990, State Requirements for Educational Facilities (SREF), Office of Education 6A-2, Florida Statutes 402.301 - 402.319, OSHA regulations, and all Civil Rights

REQUEST FOR PROPOSALS (RFP) 2020-023-JH
3.0 SPECIAL CONDITIONS

legislation. The awarded vendor will comply with all Affirmative Action provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. All references in this RFP to the "Applicable Laws" shall be deemed to be references to such laws, codes, rules, and regulations as the same may be amended from time-to-time and any successor laws, codes, rules and regulations.

- 3.12 **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any of the proposer's place(s) of business, if it is deemed necessary.
- 3.13 **CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE):** Proposer shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that Broward College shall require a "**first priority**" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Associate Vice President for Business Services & Resource Management. Awarded vendor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. Broward College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.
- 3.14 **SELLING, TRANSFERRING OR ASSIGNING CONTRACTS:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of Broward College. The awarded vendor shall not sublet the work or services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, Firm or other entity without the prior written consent of the Associate Vice-President for Business Services & Resource Management.
- 3.15 **CONFIDENTIAL INFORMATION:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the College in connection with all Proposer's responses shall be deemed to be public records subject to public inspection upon notice of intended decision or until thirty (30) days after the RFP opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from The Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the College will treat all materials received as public records.
- 3.16 **CONFIDENTIALITY:** Awarded vendor acknowledges that certain information about the College's students is contained in records created, maintained or accessed by the awarded vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related College policies, as amended from time to time. Awarded vendor agrees that: (i) it shall keep and maintain all "Personal Information"* obtained during the performance of this contract, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) will use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this contract, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider's own purpose or for the benefit of anyone other than the student, in each case, without student's prior written consent; and (iii) not directly or indirectly, disclose Personal Information to any person other than authorized College employees, or as may be requested by government authorities.

At the request of the College, awarded vendor agrees to provide the College with a written statement of the procedures awarded vendor uses to safeguard the confidential records/Personal Information. Any breach of the requirements of this Confidentiality clause on the part of the awarded vendor and its representatives may constitute grounds for immediate termination of contract.

*"Personal Information" means, including but not limited to, information provided by students, parents, guardians, or any other callers, or at the direction of College, or to which access was granted to awarded vendor by College, in the course of its performance under this contract that: (i) identifies or can be used to identify an individual (including, without limitation, names,

REQUEST FOR PROPOSALS (RFP) 2020-023-JH
3.0 SPECIAL CONDITIONS

dates of birth, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, student numbers, social security numbers, passport numbers, government-issued identification numbers, passwords, PINs, financial account numbers, Internal Revenue Services (IRS) records, credit reports information, answers to security questions, and other personal identifiers), in case of both (i) and (ii), including, without limitation, all highly-sensitive personal information.

- 3.17 **WARRANTY AND ABILITY TO PERFORM:** Proposer shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Proposer's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Proposer's obligations or diminish the Proposer's obligations or diminish the Proposer's financial ability to perform the terms of the proposed contract.
- 3.18 **SEVERABILITY:** If any provisions of the Agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.
- 3.18.1 In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.
- 3.19 **EQUITABLE ADJUSTMENT:** The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Contractor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks and liability between the College and the Contractor and the financial, technical, construction, commercial and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.
- 3.20 **DEFAULT:** The failure of either party to the Agreement resulting from this RFP to comply with any of the provisions therein shall place that party in default. Prior to terminating the Agreement, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. Unless the Agreement provides otherwise, the defaulting party shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default if the default is capable of being cured and the defaulting party commences efforts to cure the default promptly. The failure of either party to exercise this right to terminate the Agreement upon the occurrence of a default shall not be construed as a waiver of such right in the event of further default or non-compliance, nor shall the non-defaulting party's other rights upon a breach or default by the other party be waived. Except as the Agreement otherwise provides with respect to express remedies upon a breach or default, both parties have the right to exercise any and all legal remedies available to them by applicable laws. The prevailing party in any dispute resolution proceeding or litigation arising out of the Agreement shall be entitled, in addition to other relief, to the recovery of its expenses.
- 3.21 **PUBLIC ENTITY CRIMES:** The College reserves the right, among others, to reject the proposal of any person or affiliate and shall not award a contract to a person or affiliate, who is not eligible therefor or barred or excluded therefrom under any applicable laws, statutes, codes, regulations, orders, directives, decrees and treaties of the United States of America, any laws, statutes, codes, regulations, rules, orders, directives and decrees of the State of Florida and the College's procurement rules, regulations and policies, including but not limited to as a result of the nation or jurisdiction of organization or principal place of business of such persons or any affiliate, the nature and place of its assets and businesses and activities, its involvement in the sponsorship, support, planning or implementation or conduct of human rights violations, terrorism, money laundering, illegal arms, weapons, minerals or other sales or trafficking or drug trafficking activities or the identity of the persons or entities which control or have the ability to control the management, business and policies of such person or affiliate, and the inclusion of any such person or affiliate on the Convicted Vendor List.

REQUEST FOR PROPOSALS (RFP) 2020-023-JH
3.0 SPECIAL CONDITIONS

3.21.1 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

This Solicitation incorporates the scrutinized companies' requirements of Florida Statutes Sections 287.135(2), 287.135(4), 215.473 and 215.4725 and any related sections. By submitting a response to this Solicitation, the Vendor certifies its compliance with these sections.

3.22 OSHA: The proposer warrants that the product and/or service supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

3.23 ADDING OR DELETING CAMPUS/CENTER LOCATIONS: The following is a listing of current the College locations. The College may, during the term of the contract, add or delete service, wholly or in part, at any COLLEGE campus or center location. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site not listed herein is added to the contract, the bidder shall invoice the same amount as prices quoted herein for similar product/services.

A. Hugh Adams Central Campus
3501 SW Davie Road
Davie, FL 33314

North Campus
1000 Coconut Creek Blvd.
Coconut Creek, FL 33066

Judson A. Samuels South Campus (includes Bldg. 99 - Aviation)
7200 Hollywood/Pines Blvd.
Pembroke Pines, FL 33024

Willis Holcombe Center
111 (Bldg. 33) East Las Olas Blvd.
Fort Lauderdale, FL 33301

Tigertail Lake Center
580 Gulfstream Way
Dania Beach, FL 33004

Pines Center / Academic Village
16957 Sheridan St.
Pembroke Pines, FL 33331

Weston Center
4205 Bonaventure Boulevard – Suite #2
Weston, Florida 33331

Miramar West Center
1930 SW 145 Avenue, Bldg. 3101
Miramar, FL 33027

Miramar Town Center
2050 Civic Center Place
Miramar, FL 33025

Cypress Creek Administrative Center
6400 NW 6th Way
Fort Lauderdale, FL 33309

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REQUEST FOR PROPOSALS (RFP) 2020-023-JH

4.0 SUBMITTAL REQUIREMENTS

In order to maintain comparability and facilitate the review process, it is strongly recommended that submittals be organized in the manner specified below, with proper section dividers and tabs. Include all information requested herein in your proposal.

Original Hard Copy submittal should be presented in a three (3) ring binder and should be limited to not more than fifty (50) (8.5 inch x 11 inch) pages printed on one side, (excluding, covers, Table of Contents, section dividers, tabs, acknowledgement of released Addenda, Litigation History, and SDB forms . Oversize pages will be counted as two pages. Dividers shall divide the sections Tab 1 through Tab 16. Secondary dividers (not in the page count) may be used at the Firm's discretion to present information clearly. It is preferred that submittals be limited to fifty (50) pages. Submissions in excess of fifty (50) pages or not organized in a manner consistent with this section will not be disqualified; however, clarity, conciseness, and brevity may be taken into consideration during the evaluation process and may result in a reduction of points.

Proposers are requested to organize their proposals in accordance with Section 4.0, Submittal Requirements. The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined herein. Proposal must be submitted in a sealed package to the ***Procurement Services Department of Broward College, 6400 NW 6th Way, 2nd Floor, Room 275, Fort Lauderdale, Florida 33309, at or before 2:30:00 p.m. on the date established in Section 2.5, Tentative Calendar.*** Proposal must be submitted in a sealed package with the number and title of the solicitation clearly indicated. The College reserves the right to not consider proposals not clearly enumerated and titled. Submittals received after date and time established herein will not be considered. Submittal package must include:

- One (1) complete, original hard copy proposal with a signed Required Response Form.
- One (1) complete proposal in one (1) Adobe PDF file format on CD or USB (**electronically bookmarked tabs**).
- **Cost Proposal must be in a separate envelope and separate file on the CD or USB. Submit one in original Excel format and a PDF copy of the original Excel document.**

4.1 General Information and Submittal Requirements

TAB (1) 4.1.1	Title Page & Table of Contents	Include RFP number, subject, the name of the Proposer, address, telephone number and the date. Include a clear identification of the material by section and by page number.
TAB (2) 4.1.2	Acknowledgement of Released Addenda to RFP	It is the prospective Proposer's responsibility to verify they have received all released addenda and, thereby must include acknowledgement of any addenda that are required to be submitted with proposal. The College reserves the right to issue any addendum modifying any portion of this RFP. Caution is given that certain addenda may be required to be submitted with proposals as specified in the particular addenda.
Tab (3) 4.1.3	Letter of Transmittal	Include the legal name of the Prime Proposer's Firm as it is registered with Florida Department of State, Division of Corporations, name(s) of the person(s) who will be authorized to make representations for the Proposer, their titles, address(es), email address(es) and telephone number(s).
TAB (3) 4.1.4	W-9 Form	It is a requirement of this RFP that all Proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with submittal or within three (3) days of notification. The W-9 form may be downloaded at https://www.irs.gov . Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project until such time as the W-9 is received.

REQUEST FOR PROPOSALS (RFP) 2020-023-JH

4.0 SUBMITTAL REQUIREMENTS

TAB (3) 4.1.5	Notice Provision	Following contract award, when any of the Parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. This information must be submitted with the submittal or within three days of request. For the present, the Parties designate the following as the respective places for giving notice: <p style="margin-left: 40px;">To College: Judy Schmelzer, Ed. D, AVP – Business Services & Resource Management Broward College 6400 NW 6th Way, 2ND Floor Fort Lauderdale, Florida 33309</p> <p style="margin-left: 40px;">With Copy To (College Attorney): Lacey D. Hofmeyer, General Counsel and VP of Public Policy and Government Affairs Broward College President’s Suite – 12th Floor 111 East Las Olas Boulevard, Fort Lauderdale, Florida, 33301</p> <p style="margin-left: 40px;">With Copy To: Christian Block, Chief Business Officer, Information Technology (Contract Administrator) Broward College 6400 NW 6th Way, Fort Lauderdale, FL 33309</p> <p style="margin-left: 40px;">To Proposer: (Proposer to Insert)</p> <p style="margin-left: 40px;">With Copy To (Proposer): (Proposer to Insert)</p>
TAB (3) 4.1.6	Vendor Conflict of Interest	The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee or agent of Firm who is also an employee of College or an immediate family member of an employee of College. Submit a completed Vendor Conflict of Interest Form (Attachment I).
TAB (3) 4.1.7	SDB Non-Discrimination Profile	Submit a completed SDB Non-Discrimination Profile, Form SDB-1 (see Attachment B2). In the case of a Joint Venture Submittal; multiple Proposers must each submit a completed Non-Discrimination Profile (see Attachment B2).
TAB (3) 4.1.8	Drug Free Workplace Certification	Submit a completed Drug Free Workplace Certification (see Attachment E).
TAB (3) 4.1.9	Non-Disclosure Agreement	Submit completed Non-Disclosure Agreement (see Attachment F).
TAB (3) 4.1.10	Non-Collusion Affidavit	Submit a completed Non-Collusion Affidavit (see Attachment G).
TAB (3) 4.1.11	Insurance	Submit a letter of insurability as outlined in Section 3.0; Paragraph 3.10.
TAB (3) 4.1.12	Public Entity Crimes Statement	Submit completed Public Entity Crimes Statement (see Attachment J).
TAB (3) 4.1.13	Information Security Affidavit	Submit completed Information Security Affidavit (see Attachment L).

REQUEST FOR PROPOSALS (RFP) 2020-023-JH

4.0 SUBMITTAL REQUIREMENTS

TAB (9) 4.3.2	Organizational Profile	<p>Submit detailed responses to the following:</p> <ol style="list-style-type: none">1. State current Firm name, address, telephone number, fax number, and under what other or former name(s) the proposer is currently operating or has operated under.2. Contact information including Principal's name, telephone number, and email address.3. Size of organization.4. Number of years established in business, include operation under other Firm names, providing services same or similar as described herein.5. Number of years in business in the State of Florida.6. Resumes of individuals that will have direct role in performance and supervision of this engagement.7. Profile of local (Miami-Dade, Broward or Palm Beach) account representative(s), direct project staff, and their training and applicable experience.8. Listing of recent projects which are same or similar to the requirements and scope listed in this solicitation, preferably for higher education or public-sector clients. (Please list projects only, i.e., projects that correspond with and can be verified via references requested in Section 4.3.4.) <p>In the event that the Proposer is a Joint Venture, a fully executed Joint Venture Agreement between the Parties is required in accordance with Section 3.5, Multiple-Vendor Solutions (Joint Ventures). At a minimum, the Joint Venture Agreement must outline the roles and responsibilities of the Parties and must identify one party as Prime Vendor for the purposes of this project.</p>
<hr/>		
TAB (10) 4.3.3	Organizational Chart and Account Management and Staffing	<p>Include organizational chart of Proposer's team for service being provided. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, accountability and decision-making authority. Include the names of individuals responsible for the roles and responsibilities of each team member.</p>
<hr/>		
TAB (11) 4.3.4	References	<p>All proposers providing a response to this Solicitation shall have their client <u>submit directly to the College</u> via email as indicated below, a completed Performance Evaluation Survey Form in PDF format (Attachment K). All forms must be received from your clients directly by the College by the due date as stated in Section 1.0 – Required Response Form by 2:30:00 p.m. ET or through an addendum and or change of calendar date in our web page.</p> <p>Four (4) related Performance Evaluation Survey Forms (see Attachment), preferably higher education clients, are required to be considered for the maximum Solicitation points. If the College receives less than four (4) completed forms directly from your client, points will be proportionally reduced.</p> <p>Proposers must have their clients utilize the referenced Attachment for the references information/response. References shall be from clients who have performed (or are currently performing) work, similar in nature and size, as the scope described herein within the five (5) years prior to the Solicitation due date.</p> <p>All references are to be emailed from your clients directly to the College to:</p> <p>Procurement Contracting Officer: Jose Luis Hidalgo Email: jhidalg1@broward.edu</p> <p>Please inform and forward to each client the Performance Evaluation Survey Form to be filled-out. Once the form is completed by each of your clients, instruct them</p>

REQUEST FOR PROPOSALS (RFP) 2020-023-JH

4.0 SUBMITTAL REQUIREMENTS

to email directly to the Procurement Contracting Officer's email listed above in PDF format. All forms must be received by the due date as stated in Section 1.0 – Required Response Form by 2:30:00 p.m. ET or through an addendum and or a change of calendar date in our web page.

ANY BROWARD COLLEGE PROJECTS SHOULD NOT BE INCLUDED AS A REFERENCE.

The College reserves the right to verify all references received and/or use an external party, such as Dun & Bradstreet Open Rating (or other), to conduct reference checks.

4.4 Scope of Services Provided & Project Methodology (Max 25 Points)

TAB (12) 4.4.1	Proposed Solution	Clearly, and in detail, describe how Proposer will accomplish the Scope of Services stated in Attachment D.
TAB (13) 4.4.2	Proposed Methodology	<p>Describe in detail how Proposer will accomplish the solution(s) identified in proposed solution above in order to complete required service. At a minimum, response must include and provide detailed responses to the following:</p> <ul style="list-style-type: none">a) Proposer's Procedures. Provide procedures for completing work required and how the procedures will be applied or modified to comply with requirements of this project.b) Accountability and Reporting. Provide explanation and detailed examples of reports/dashboards and data that will be provided to maximize exceptional customer service and accountability for meeting defined service level agreements (SLA's).c) Timeframe. Provide a detailed project timeframe based on an anticipated contract commencement date as identified in Section 2.5, Tentative Calendard) Questionnaire Matrix Form. The proposer shall clearly respond to all questions in the Questionnaire Matrix Form (Attachment L).e) Other / Value Added / Enhancement Services. Describe any key feature(s) that uniquely identify additional products and/or services or enhancements, the proposer may provide to the College and the proposed methodology. Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece.

4.5 Cost Proposal (Max 20 Points)

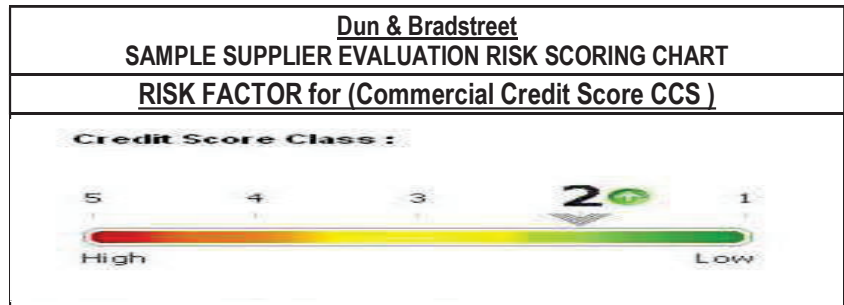
TAB (14) 4.5.1	Cost Proposal Form	<p>Submit Attachment H (Cost Proposal Form) for Scope of Services (described in Attachment D, Scope of Services).</p> <p>Include with Attachment H (Cost Proposal Form) any additional/value added services to be proposed in connection with the services defined in Attachment D, Scope of Services. Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece.</p>
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REQUEST FOR PROPOSALS (RFP) 2020-023-JH

4.0 SUBMITTAL REQUIREMENTS

4.6 Financial Capacity (Max 10 Points)

TAB (15) 4.6.1	Financial Capacity	Proposers shall submit Dun & Bradstreet Duns Number (D-U-N-S#). The College will use the total of both the D&B Commercial Credit Score (CCS) and the Financial Stress Score (FSS) Reports in order to assess financial capacity of Proposer. If your Firm is not currently registered at D&B, you are required to do so before submitting your proposal to the College. Please contact D&B at 1-800-234-3867 to fully register your company. Information gathered from the D&B reports will become part of the company's financial capacity assessment.
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CCS POINTS 1 2 3 4 5



FSS POINTS 1 2 3 4 5

D&B COMBINED TOTAL (FSS & CCS) SCORES

EVALUATION POINTS 2 4 6 8 10

4.7 Small Disadvantaged Business (SDB) Participation Plan (Max 10 Points)

TAB (16) 4.7.1	Small Disadvantaged Business (SDB) Certification/Plan	The proposer shall provide evidence, if certified, of its <u>SDB certification</u> as defined in the College Policy 6Hx2-6.36 and shall indicate the SDB group owning controlling interests in the Firm.
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PRIME NON SDB PROPOSER MUST:

1. Submit a summary (a minimum of four paragraphs but no greater than 2 pages) on how the Proposer will assure Small Disadvantaged Business (SDB) are afforded an equal and fair opportunity to share in the College's contract opportunities as subcontractors, suppliers and professional service providers.

REQUEST FOR PROPOSALS (RFP) 2020-023-JH

4.0 SUBMITTAL REQUIREMENTS

2. Submit: Attachment B3 Subcontractor Supplier Outreach/Contact Report – lists all SDBs contacted regarding this project. SDB's must be certified as one of the following SBE, MBE, WBE, CBE or CSBE to be utilized on this project. Proof of certification is not required on this form.

3. Submit: Attachment B4 Subcontractor/Supplier Utilization Report–lists the SDBs to be utilized on this project. SDBs must be certified as one of the following SBE, MBE, WBE, CBE, or CSBE to be utilized on this project. SDB percentage total must be included; omission of total SDB percentage will result in zero SDB Criteria Points. A copy of the certification certificate is required for each company listed; companies listed without the accompanying documentation will not be counted; companies that have expired or pending certification dates will not be counted. Certificates must be valid for a minimum of 90 days before expiration date.

The College recognizes certifications from seven sources and these sources are located on the College's website

<http://broward.edu/community/vendor/Pages/supplierandvendor.aspx>.

Broward College is not a certifying agency. Omission of certification certificates from one of the seven certifying agencies for each company listed on Attachment B4 will result in loss of SDB Criteria Points.

Proposers will receive SDB Criteria Points based on their documentation. SDB Point Percentages represents the number of points awarded for each proposed contract based on the percentage of work assigned to certified SDB subcontractors and vendors.

Any Proposer refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities.

PRIME SDB PROPOSERS MUST:

SDB Proposers must submit proof of certification as one of the following SBE, MBE, WBE, CBE or CSBE to be utilized on this project. Approved SDB proposers will receive 100% of the SDB Criteria Point Percentage in the solicitation evaluation/selection process.

The College recognizes certifications from seven sources and these sources are located on the College's website

<http://broward.edu/community/vendor/Pages/supplierandvendor.aspx>. Broward College is not a certifying agency. Omission of a certification certificate from one of the seven certifying agencies will result in zero SDB Criteria Points. Expired and pending certification certificates will result in zero SDB Criteria Points. Certificates must be valid for a minimum of 90 days before expiration date.

Any Proposer refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities.

Proposers not utilizing certified Small Disadvantaged Businesses on this project must provide the College with a detailed explanation of their inability to participate in the College's Small Disadvantaged Business Program.

REQUEST FOR PROPOSALS (RFP) 2020-023-JH
4.0 SUBMITTAL REQUIREMENTS

Proposers who are not SDB, or who do not utilize sub-contractors who are certified SDB's will not receive any SDB Criteria Points but are encouraged as defined in College Procedure A6Hx2-6.36 to:

- a. Create a Broward College- specific supplier diversity program
- b. Engage in on-site networking and matchmaking sessions
- c. Create SDB Distributors
- d. Inform and assist SDBs in becoming registered in large vendor's supplier diversity program

In order to assess SDB participation criteria points, the College will utilize the following chart below

SDB Project Participation Percentage		% of SDB Criteria Points
Approved SDB Prime Contractor		100%
Certified Sub-contractor	41 - 49%	80%
	31 - 40%	60%
	21 - 30%	40%
	11% - 20%	20%
	Less than 10%	0

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REQUEST FOR PROPOSALS (RFP) 2020-023-JH
5.0 EVALUATION

Phase 1: Review of Proposals

5.1 **The Evaluation Committee*** (hereinafter referred to as "Committee") shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Criteria. The failure to respond, provide detailed information or to provide requested proposal elements in Sections 4.3 through 4.7 may result in the reduction of points in the evaluation process or a complete disqualification of proposal.

**The Evaluation Committee will shortlist Proposers in Phase 1, Review of Proposals. Proposers will be notified according to dates set herein in Section 2, Paragraph 2.5, Tentative Schedule.*

Cone of Silence is in effect, as stated under General Conditions, Section 7.0, Paragraph 63.

5.1.1 **Phase 1: Evaluation, Review of Proposals Criteria:** The Evaluation Committee shall evaluate all proposals received for this solicitation, which meet or exceed Section 4.2, Minimum Eligibility Criteria, according to the following initial screening criteria:

Criteria Section		Max Points
4.3	Proposer's Qualifications	35
4.4	Scope of Services Provided & Project Methodology	25
4.5	Cost Proposal	20
4.6	Financial Capacity	10
4.7	SDB Participation Plan	10
Total Maximum:		100

5.1.2 **Shortlist Scores & Rankings:** The Evaluation Committee will utilize the scores developed as a result of Section 5.1.1 to rank the Proposers individually, and then determine cumulative ranking results.

The shortlist scores and rankings are solely for the purpose of determining those Proposers that will be selected for further consideration and/or interview and, those Proposers which are responsive to the solicitation requirements. Scores and rankings as a result of Section 5.1 Phase 1, Review of Proposals, will neither be considered, nor carried forth as part of the scores and rankings of Section 5.2, Phase 2, Interviews and Presentations.

5.1.3 **Results of Phase 1, Review of Proposals:** Based upon the cumulative ranking results, the College, at its sole discretion, may:

1. short-list the top ranked Proposers (short-list number to be determined by the Committee) for further consideration and/or interviews;
2. recommend an award to one or more top ranked Proposer and begin contract negotiations per Section 6.0, Contract Negotiations;
3. reject all proposals received;
4. waive any informalities;
5. re-advertise/re-solicit proposals;
6. reject all proposals without further action;
7. accept or reject any proposal or portion of a proposal as deemed in the College's best interest;
8. invite one or more top-ranked Proposer to participate in contract negotiations phase and/or award; or
9. take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

REQUEST FOR PROPOSALS (RFP) 2020-023-JH

5.0 EVALUATION

5.1.4 **Proposal Clarification:** During the review of proposals, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, Proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.

Phase 2: Interviews and Presentations

5.2 In the event that the College chooses to interview short-listed Proposers, the Evaluation Committee shall interview and evaluate the short-listed Proposers, in accordance with the evaluation criteria and point schedule established in this Phase 2, Interviews and Presentations, based on the Proposers' presentations and interviews, and the information submitted by the Proposers in response to this RFP, in order to make an award recommendation. The failure to respond, provide detailed information or to provide requested proposal elements in Section 5.2 may result in the reduction of points in the Phase 2, Interviews and Presentations, evaluation process. Short-listed Proposers will be interviewed against a set of standard questions (same questions for all short-listed Proposers) and/or clarifying questions (proposal-specific with the intent to clarify issues). The Committee will utilize the scores developed as a result of Section 5.2; Paragraph 5.2.1, Phase 2: Interviews and Presentations Criteria, to rank the Proposers.

**Please note the College, at its discretion, may or may not change committee members for each phase (e.g. Phase 1 Review of Proposals, Phase 2 Interviews and Presentations, and Phase 3 Contract Negotiations.)*

5.2.1 **Phase 2: Interviews and Presentations Criteria:** If the College has chosen to interview short-listed Proposers, the criteria for this Phase 2, Interviews and Presentations, shall be according to the following:

Criteria Section		Max Points
a)	Understanding of the College's Requirements	25
b)	Relevant Experience	25
c)	Unique Qualifications	25
d)	Overall Approach, Methodology, and Ability to Perform Contract	25
Total Maximum:		100

5.2.2 **Results of Phase 2 Interviews and/or Presentations:** If interviews are conducted, based upon the ranking results of Section 5.2.1, the College, at its sole discretion, may:

1. recommend award to the top ranked Proposer;
2. recommend award to more than one top ranked Proposer;
3. reject all proposals received;
4. re-advertise/re-solicit proposal;
5. reject all proposals without further action;
6. accept or reject any proposal or portion of a proposal as deemed in the College's best interest;
7. invite one or more top-ranked Proposers to participate in contract negotiation phase and award.

5.3 **Award:** In addition to recommending the top-ranked Proposer(s) with whom a successful contract can be negotiated, College, at its sole discretion, reserves the right to make an award as follows:

- a. divides the work among Proposers;
- b. award contracts for less than all services encompassed by this solicitation.

6.1 **Contract Negotiations:** In the event that an Agreement between the College and the selected Proposer(s) is deemed necessary, at the sole discretion of the College, the College will begin negotiations with the top-ranked Proposer or Proposers if a multiple award is being considered, as recommended by the Evaluation Committee in Section 5.2., Phase 2, Interviews and Presentations. The College reserves the right to negotiate any term, condition, or price with the top-ranked Proposer. In the event that mutually agreeable negotiations cannot be reached, the College may declare an impasse and begin to negotiate with the next ranked

REQUEST FOR PROPOSALS (RFP) 2020-023-JH

6.0 CONTRACT NEGOTIATIONS

Proposer. The College may continue this process until final agreement can be reached with a Proposer or until the committee recommends rejection of all proposals received.

**Please note the College, at its discretion, may or may not change committee members for each phase (i.e. Phase 1 Review of Proposals, Phase 2 Interviews and Presentations, and Phase 3 Contract Negotiations.)*

6.1.1 After the initial negotiation session with the recommended Proposer(s), in its sole discretion, the Negotiations Team shall determine whether to hold additional negotiation sessions and with which Proposer(s) it will further negotiations.

6.1.2 The College reserves at any time during the negotiations process to:

- a. Schedule additional negotiation sessions with any or all responsive Proposers;
- b. Require any or all responsive Proposers to provide a Best and Final Offer (BAFO);
- c. Pursue a contract with one or more responsive Proposers for the services encompassed by this solicitation;
- d. Pursue the division of contracts between responsive Proposers by type of service or geographical area, or both;
- e. Arrive at any agreement with a responsive Proposer, finalize contract terms with such Proposer and terminate negotiations with any or all other Proposers, regardless of the status of or scheduled negotiations with such other Proposers;
- f. Decline to conduct further negotiations with any Proposer;
- g. Reopen negotiations with any Proposer;
- h. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

6.2 **“Sample” or Base Contract for Negotiations:** The enclosed “sample” contract (Attachment C) shall be the basis for any contract negotiations and resulting agreement. Proposers are strongly encouraged to review the enclosed sample contract. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this RFP, and to include Proposer’s offer, contract negotiations, and final acceptance. The College may amend any term and condition of the sample contract prior to final acceptance by both parties.

6.3 **Final Selection and Notice of Award Recommendation:**

6.3.1 The College will recommend for award of the contract, the responsive proposer(s) as determined by the Negotiations Team.

6.3.2 The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive Proposer or Proposers affected and whether to provide concurrent public notice of such decision. The College at its sole discretion may:

- a. Recommend Award;
- b. Re-advertise/re-solicit for proposals;
- c. Reject all proposals without further action; accept or reject any proposal or portion of a proposal as deemed in the College’s best interest.

6.3.3 The College reserves the right to:

- a. Select one or more proposers for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detail written proposals or request for best and final offers;
- b. Divide the work among proposers by type of service or geographic area, or both; and
- c. Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.

6.4 **Reserved Rights After Notice of Award Recommendation:**

6.4.1 **Negotiations After Award Recommendation:** The College reserves the right to schedule additional negotiation sessions with proposers identified in the posting of the Award Recommendation in order to establish final terms and

REQUEST FOR PROPOSALS (RFP) 2020-023-JH
6.0 CONTRACT NEGOTIATIONS

conditions for contracts with those proposers. This may include but not be limited to site surveys to finalize the College's requirements.

- 6.4.2 **Other Reserved Rights**: The College reserves the right, after posting Award Recommendation thereof, to withdraw or amend its Award Recommendation and reopen negotiations with any other proposers recommended in Section 5.2, Phase 2, Interviews and Presentations, at any time prior to execution of a contract.
- 6.4.3 The College's Board of Trustees will make the final and sole decision whether or not to award the contract to the recommended proposer(s).

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REQUEST FOR PROPOSALS (RFP) 2020-023-JH
7.0 GENERAL CONDITIONS

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the contracting officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information, which is obtained other than by information herein or by Addenda shall not be binding on the College.
2. **AWARD.** In order to meet the needs of the College award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the awardee, extend the term for three (3) additional one-year periods and/or 180 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of College.
5. **BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified is a) no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the awardee shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondent's name, proposal number, and item number. Such samples when requested by the College must be furnished no later than 72 hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent of the total amount of the proposal must accompany proposal. Bonding company must appear on U. S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, awardee shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fiscal.treasury.gov> The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state Firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.
14. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.
15. **DELIVERY:** Respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within 30 days from the receipt of the order. The College may reject proposals that exceed delivery greater than 30 days from receipt of order.
16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation and demonstration of use of all items ordered. If installation is not required awardee shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.

REQUEST FOR PROPOSALS (RFP) 2020-023-JH
7.0 GENERAL CONDITIONS

18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, awardee may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (<https://www.bls.gov/>). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.
19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, The College requires that Material Safety Data Sheets (**MSDS**) are required for all applicable items, materials and/or substances ordered. Respondent must supply all **MSDS WITH THIS BID or UPON REQUEST**. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by The College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE**. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g., winter holidays, spring break, summer flex week, etc.). Prior to delivery the awardee shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of 90 days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
 - a. For a period of two years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - b. All departments being advised not to do business with vendor.
29. **GOVERNING LAW / VENUE:** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College thru the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies.
31. **LEGAL REQUIREMENTS:** Respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting a solicitation, respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within 30 days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of College. All respondents must disclose in their response the name of any officer, director, employee or agent of Firm who is also an employee of College or an immediate family member of an employee of College.

REQUEST FOR PROPOSALS (RFP) 2020-023-JH
7.0 GENERAL CONDITIONS

35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- a. Any agreement resulting from the award of this solicitation; then
 - b. Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
 - c. this solicitation; then
 - d. respondent's proposal.
- In case of any other doubt or difference of opinion, the decision of College shall be final and binding on both parties.
37. **OSHA:** The respondent warrants that the product supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.
39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal 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 public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. By submitting response to this solicitation respondent certifies that it has not been convicted of a public entity crime.
40. **AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
41. **USE OF OTHER CONTRACTS:** College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.
42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the college.
43. **INDEMNIFICATION:**
- a. By College: College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by College. Nothing herein shall be construed as consent by College to be sued by third parties in any matter arising out of any contract.
 - b. By Awardee: Awardee agrees to indemnify, hold harmless and defend College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants, and employees; the equipment of the Awardee, its agents, servants, and employees while such equipment is on premises owned or controlled by College; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including College's property, and injury or death of any person whether employed by the Awardee, College or otherwise.
44. **SOLICITATION and ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
45. **GRATUITIES:** respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.
46. **PREPARATION COST OF PROPOSAL:** Respondent is solely responsible for any and all costs associated with responding to this solicitation. College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.
47. **DEFAULT and LITIGATION COSTS:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default.
48. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State owned building will not be exempted from the Florida Statute referencing sales and use tax: The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:

REQUEST FOR PROPOSALS (RFP) 2020-023-JH
7.0 GENERAL CONDITIONS

- a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
- b. Federal tax on transportation of property.
- c. Cost of Municipal Building Permits.
- d. Sales and rental tax payments to the State of Florida are the responsibility of the vendor. The vendor must provide documentation to the State. Vendors by virtue of submitting a proposal agree to this condition.

49. **SMALL DISADVANTAGED BUSINESS (SDB):** It is the policy of College that it will not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. It is also the policy of College that its contractors/vendors not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. Any BC contractor found in violation of this policy will be removed from BC's vendor list and prohibited from bidding on BC goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.

The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities; and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).

50. **SUSTAINABILITY AND RECYCLING:** Awardee shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or College. Inability to comply or reach agreement with College to meet compliance will result in cancellation of the award.
51. **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing Firm hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.
53. **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.
54. **EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the college determines that payment in excess to those agreed to hereunder have been made to Contractor, Contractor agrees to return payment to the College within 30 days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this solicitation, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, THE COLLEGE shall be given top priority for use by the bidder's resources, and bidder shall make available to THE COLLEGE all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.
57. **SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY:** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.
59. **DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including,

REQUEST FOR PROPOSALS (RFP) 2020-023-JH
7.0 GENERAL CONDITIONS

but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to, (1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment from an employer other than the College.

61. **PROTESTING OF CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the college administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Procurement Services Department, 6400 N.W. 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Procurement Services Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the college administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Procurement Services Department, 6400 N.W. 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any Firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on College.
64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.
65. **FLORIDA STATUTE #283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE:** When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. **FLORIDA STATUTE #287.084 PREFERENCE TO FLORIDA BUSINESSES:** (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal

REQUEST FOR PROPOSALS (RFP) 2020-023-JH

7.0 GENERAL CONDITIONS

place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

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Broward College | **RFP-2020-003-JH**
STATEMENT OF "NO" RESPONSE | **ATTACHMENT A**

If your company will not be submitting a response to this Request for Proposals, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to:

Broward College
 Procurement Services Department
 6400 NW 6th Way, 2nd Floor
 Fort Lauderdale, Florida 33309

This information will help **Broward College** in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____

Small Disadvantaged Business (SDB) Processes and Requirements

1. Vendor Non-Discrimination.
 - a. All vendors bidding on College contract opportunities must submit a vendor Covenant of Non-Discrimination Profile (Attachment B2).
2. Contract Compliance (Project by Project basis)
 - a. Upon execution of a project under this contract with Broward College, the successful bidder will utilize Subcontractor/Supplier Contact ([Attachment B3](#)) and Subcontractor/Supplier Utilization ([Attachment B4](#)) when submitting solicitation bid packages and will become a part of the contract between the bidder and the College.
 - b. Report of Subcontractor/Supplier Utilization ([Attachment B5](#)) will be utilized for SDB vendors performing work during the course of the project and MUST be submitted monthly as instructed on Attachment B5.
 - c. [Attachment B5](#) will be monitored by the Office of Supplier Relations and Diversity for adherence with the plan.
 - d. A prime contractor may replace a SDB subcontractor or supplier who fails to meet the terms of their agreement. Based on availability, the subcontractor or supplier must be replaced with another subcontractor or supplier who equally qualifies under the SDB program requirements.
 - Replacing a SDB Subcontractor or Supplier – A prime contractor may request a SDB substitution by submitting a written request to the Office of Supplier Relations and Diversity. The request must explain why the substitution is needed and the prime contractor shall attach a revised Subcontractor/Supplier Utilization ([Attachment B4](#)). The Director of the Office of Supplier Relations and Diversity, in conjunction with the Associate Vice President of Procurement Services, will issue a determination on the request and notify the prime contractor. **The College must approve all SDB substitutions.**
 - e. The successful bidder will be required to submit a monthly report to the Office of Supplier Relations and Diversity demonstrating the use of subcontractors and suppliers as indicated on the [Attachment B5](#). Reports MUST be submitted monthly from the onset of the project/contract, even if there are no payments to SDB subcontractors or supplier.
 - f. Failure of the successful bidder to provide the specific SDB report by the specified date shall be sufficient cause for Broward College to:
 - Withhold approval of the successful bidder's invoices for progress payments,
 - Increase the amount of the successful bidder's retainage, or
 - Evoke any other penalties as stated in General Conditions of the RFP (**Nonconformance to Contract Conditions**).
3. COLLEGE's Responsibilities:

SDB Requirements in Contracts – Procurement Services, Facilities Management and the User Department managing the contract will be responsible for ensuring that SDB participation requirements and/or deliverables are specified within the contract, for eligible projects.



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

The undersigned understands that it is the policy of Broward College to promote full and equal business opportunity for all persons doing business with the College. The undersigned covenants that we have not discriminated, on the basis of race, creed, color, gender, national origin, ethnicity, disability, or religion, with regard to prime contracting, subcontracting or partnering opportunities on this project/contract.

The undersigned further covenants that we agree to make a Good Faith Effort to utilize SDB subcontractors/suppliers and will comply truthfully and fully with the required forms SDB-2, SDB-3 and SDB-7.

Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

On this ____ day of _____, 20__, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

Seal

(See separate Adobe PDF document on demandstar.com)

Broward College | **RFP-2020-003-JH** **SCOPE OF SERVICES** | **ATTACHMENT D**

Broward College is looking to procure Plagiarism Detection Services for approximately 30,000.00 concurrent student users. The approximate total count for students at the College is 65,000.00, but not all sections use plagiarism detection services. These services at a minimum should provide originality checking and online grading tools. Instructors and students should be able to submit assignments to identify potential cases of plagiarism automatically.

The College intends to review all solutions for:

- A plagiarism detection solution intended for Higher Education Institutions.
- Originality checking.
- Similarity checking.
- Some form of grading solution.
- Ability for instructors to add comments within the assignments.
- Cloud hosted solution.
- Browser based clientless solution (no installation of any software on computers).
- Integration to popular Learning Management Systems, the College uses Desire 2 Learn – Brightspace.
- Reporting capabilities for instructors.
- Options for authentication that allows for the College to leverage the Learning Management System or current Identity and Access Management service OneLogin, so students and faculty do not have to use alternate credentials.
- Mobile capabilities.
- Offline review for instructors.
- Meeting Section 508, ADA, and WCAG standards.
- Vendor support for instructors and students, or training for College staff to support.

Please see Attachment L – Questionnaire on capabilities, product features and delivery.

Broward College
DRUG-FREE WORKPLACE CERTIFICATION (F.S.
287.087)

RFP-2020-003-JH
ATTACHMENT E

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

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

This sworn statement is submitted to The COLLEGE,

by

(Print individual's name and title)

for

(Print name of entity 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: _____.) I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(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) _____

Broward College | **RFP-2020-003-JH**
NON-DISCLOSURE AGREEMENT | **ATTACHMENT F**

This Agreement is by and between _____ (Vendor), a corporation with offices at _____, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party, and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor: The Board of Trustees of Broward College

By: _____

By: _____

Printed Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Broward College
NON-COLLUSION AFFIDAVIT**

**RFP-2020-003-JH
ATTACHMENT G**

State of _____)

)ss.
County of _____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)

of _____, the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Affidavit continued on next page)

Non-Collusion Affidavit, continued

Signed, sealed and delivered in the presence of:

_____ By: _____

_____ (Printed Name)

_____ (Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the ____ day of _____, 201__, before me, the undersigned

Notary Public of the State of Florida, personally appeared _____ (Name(s) of individuals(s))

and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal _____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE: _____

(Name of Notary Public: Print, Stamp

or Type as Commissioned.)

Personally known to me, or

Produced identification:

(Type of Identification Produced)

DID take an oath, or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____

Number of Signatures Notarized: _____

(See separate EXCEL document on demandstar.com)

NOTE: Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece.

Broward College
VENDOR CONFLICT OF INTEREST FORM

RFP-2020-003-JH
ATTACHMENT I

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **Yes or No** (check)

NO YES

If Yes, please put names and titles below:

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

Please explain below: _____

BIDDER'S FIRM NAME: _____

Print name: _____

Signature: _____

Broward College
PUBLIC ENTITY CRIMES STATEMENT

RFP-2020-003-JH
ATTACHMENT J

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 public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. See: Section 287.133(2) (a), Florida Statutes.

A “public entity crime” 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 with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See: Section 287.133(1) (g), Florida Statutes.

“Convicted” means a finding of guilt or a 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. See: Section 287.133(1) (c), Florida Statutes.

An “affiliate” 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. See: Section 287.133(1) (a), Florida Statutes.

The Proposer hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past 36 months or (2) any listing of the Proposer or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3)(f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows:

State Name of **Convicted** Applicant or Affiliate or N/A Here

Name of Firm: _____

Address of Firm: _____

Signature for the Firm: _____

Title of Person Signing for the Firm: _____

Signature of witness: _____

Witness Relationship to the Firm: _____

(See separate Adobe PDF document on demandstar.com)

(See separate Adobe PDF document on demandstar.com)

Broward College | **RFP-2020-023-JH**
INFORMATION SECURITY AFFIDAVIT | **Attachment M**

I, _____ [Name], the designated signing manager for
_____ [Organization], attest to the best of my knowledge, that we completed the
following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related
incident.

Initials

1. My organization has attached the most recent SAS 70 or SSAE 16 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to an onsite visit as needed by Broward College security personnel.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

- ◆ Information Security Policy
- ◆ Physical Security Policy
- ◆ ISO Certification

Initials

2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard.

Broward College sensitive data includes but is not limited to the following:

- ◆ Personally Identifiable Information (SSN, DOB, Driver's License Number, Passport Information)
- ◆ Medical Information (Medical Records, Doctor Names and Claims, Prescription Information)
- ◆ Academic Information (Transcripts, Grade Information)
- ◆ Business Information (Federal ID Numbers, Security Systems, Employee Identifiers, Passwords)
- ◆ Financial Information (Credit Card Information, Bank Account Numbers)

Initials

3. My organization is aware of the obligation to adhere to the same information security requirements that the College must adhere to under the common privacy regulations. This is specific to information that we may have direct or indirect access to as part of our services.

- ◆ Family Educational Rights and Privacy Act (FERPA)
- ◆ Fair and Accurate Credit Transactions Act (FACTA)
- ◆ Payment Card Industry (PCI)
- ◆ Health Insurance Portability and Accountability Act (HIPAA)
- ◆ Gramm-Leach-Bliley Act (GLBA)

Initials

4. My organization conducts background checks on all employees that may access sensitive data belonging to the College. We also ensure that employees are trained in information security best practices prior to completing work on behalf of the College.

- ◆ Information Security Awareness Training
- ◆ Background Checks Filed for All employees
- ◆ Common Privacy Regulation Training (PCI, GLBA, HIPAA)

I AGREE THAT I HAVE ANSWERED THE ABOVE QUESTIONS TRUTHFULLY TO THE BEST OF MY KNOWLEDGE.

I AGREE TO MAKE A GOOD FAITH ATTEMPT TO PROTECT ALL INFORMATION MY BUSINESS HANDLES ON BEHALF OF BROWARD COLLEGE.

I UNDERSTAND AND AGREE THAT BROWARD COLLEGE MAY REQUEST VERIFICATION AS NEEDED TO ENSURE THAT WE MEET THE MINIMUM SECURITY REQUIREMENTS

X _____

Title _____ Date _____