



SOLICITATION / OFFER and AWARD -an equal opportunity college-

4. Description:

Consultant for ERP System

1. BID/RFP/ITN checkboxes, 2. RFP No. 22-1, 3. Issue Date September 21, 2022

5. ISSUING OFFICE: College of Central Florida - Purchasing Department, Stewart E. Trautman, Jr., Director of Purchasing, 3001 S.W. College Road, Ocala FL 34474

6. CONTACT INFORMATION: To Receive Documents and Solicitation Inquiries: Stewart E. Trautman, Jr., Director of Purchasing, Phone: (352) 854-2322 Ext. 1227 or Email: trautmas@cf.edu

PART I SOLICITATION (Solicitation means an invitation to bid, a request for proposal, or a request to negotiation)

7. One (1) original and five (5) copies for services prescribed herein will be accepted at the location specified in Block 5. The date and time for acceptance of this Request for Proposal shall be on Friday, November 4, 2022 at 2:00 PM local time.

CAUTION: LATE SUBMISSIONS WILL NOT BE ACCEPTED. ALL OFFERS ARE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THIS SOLICITATION.

8. TABLE OF CONTENTS

Table with 6 columns: IN, SOLICITATION/OFFER, PAGE NO., IN, SOLICITATION OFFER/CONTINUED, PAGE NO. Lists sections A through K and their corresponding page ranges.

PART II OFFER (To be fully completed by the Proposer/Offeror)

9. In strict compliance with the above and contents prescribed herein, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (120 calendar days unless a different period is inserted by the proposer/offeror) from the date of receipt of proposal/offer specified above, to furnish any and/or all items specified and offered at the price indicated on the proposal/offer response form, within the specified delivery schedule.

10. ACKNOWLEDGEMENT OF ADDENDUMS 10A-10C. 11. NAME AND ADDRESS OF PROPOSER/OFFEROR: Name, Address (City, State, Zip), Telephone, Fax, Authorized Representative (Name, Title, Signature, Date Signed). 11D. Internet Address.

11D. A Notice to Proceed (NTP) will be issued to begin services. 12. REPRESENTATIONS AND CERTIFICATIONS: STATE CERTIFIED VENDOR? Yes/No, Certification Number, Effective Dates.

11E. PAYMENT TERMS (if other than Net 30). CERTIFIED MINORITY BUSINESS ENTERPRISE (CMBE)? Yes/No, Florida CMBE Certification No., Effective Dates.

11F. DELIVERY TERMS N/A (if other than FOB Dest). Minority Type (Code) and Category: (H) African American (I) Hispanic (J) Asian American (K) Native American (M) American Woman (OSD Minority Categories). While the College does not establish specific goals for minority "set-asides", it does strongly encourage participation by minority and non minority qualified firms.

PART III AWARD (TO BE COMPLETED BY CF)

13. AWARD AMOUNT: 14. BUDGET CODE: 15. GLC CODE:

16. AVP Financial Operations (or designee) Signature: Date

17. AWARD RECOMMENDATION: DIRECTOR OF PURCHASING DATE

18. AWARD CONCURRENCE: VICE PRESIDENT OF FINANCE AND ADMINISTRATION (or designee) DATE

19. AWARD APPROVAL: CF PRESIDENT OR DISTRICT BOARD OF TRUSTEES (or designee) DATE

This form must be completed and returned with your proposal submittal.

**SECTION A Solicitation, Offer and Award (Competitive Sealed Proposal)**  
**General Conditions, Instructions and Information for Proposers/Offerors**

*These documents constitute the complete set of terms, conditions, statement of services and proposal offer response forms.*

**1. Definitions**

- a) **Board** - Refers to District Board of Trustees College of Central Florida
- b) **College** and/or CF - Refers to College of Central Florida.
- c) **Contact** - Any questions concerning this Request for Proposal must be directed to the Director of Purchasing in writing or other designated officials as indicated herein. Contact with any other CF staff member or member of the District Board of Trustees, or staff, other than the noted contact person regarding this RFP prior to the posting of a recommendation for award shall be cause for disqualification. Exceptions: Contact may only be made during the Pre-proposal Conference and Oral Presentation.
- d) **Contract Administrator** - An individual responsible for the administration of all post award actions of the contract to ensure compliance with all terms and conditions of the solicitation/contract through contract completion/closeout.
- e) **Contract Manager** - An individual designated by the Director of Purchasing to perform management of all post award actions through interaction with the contractor's representative during the performance of services rendered.
- f) **Contractor** - An individual or company awarded the contract/agreement.
- g) **Evaluation Team** – Comprised of CF staff and faculty. Established to review and score the submittals in accordance with the criteria and make a recommendation for award. The Director of Purchasing serves as the non-voting member.
- h) **Proposer/Offeror** - Refers to company or person who submits a response to the solicitation.
- i) **Proposal** - An offer in response to an RFP.
- j) **RFP** - Request for Proposal - A formal request soliciting proposals. Includes specifications or scope of work and all contractual terms and conditions. This RFP will follow procedures established within the guidelines of F.S. 287.055 (Consultants Competitive Negotiation Act).
- k) **ERP** - Enterprise Resource Planning

**2. Contract Period**

The purpose of this Request for Proposal is to establish a contract/agreement for consulting services to select an ERP program most beneficial to the College. based on performance review and other criteria established for awarding the contract.

The commencement date for services resulting from this proposal will be on Monday February 27<sup>th</sup> 2023. This service shall take no longer than one (1) year.

**3. Proposal Submission**

CF Purchasing Department will receive proposals at the address provided on page 1, Solicitation, Offer and Award, Block 5, and on the proposal due date as noted in Block 7.

**4. Proposal Execution**

All proposal/offers shall contain all documentation and the proposed cost requested in the solicitation on the proposal due date. The outside of the sealed envelope/container shall be clearly marked and contain the following information:

- RFP Number
- Proposer/Offeror Name
- Return Address
- Due date and time

Proposals must contain a manual signature of the authorized representative in block 11(c) on page 1, Solicitation, Offer and Award form to be determined responsive. Late proposals will be returned to sender unopened.

**5. Number of Proposal Copies/Financials**

One (1) original and five (5) copies of the complete set of the proposals shall be submitted to the Purchasing Department, Building 1, Room 109 on the proposal due date. This quantity is requested so that a full and complete copy of each proposal/offer received can be submitted to each member of the evaluation committee. Also, **your financial packet shall be included in another sealed envelope stamped "Confidential"**.

**6. Unsolicited Proposals**

Proposers/Offerors that obtain RFP documents from other sources must officially notify the Purchasing Department to ensure receipt of any forthcoming addendums or official communications. CF shall not be responsible for providing addendum to proposers who receive RFP documents from other sources .

## **7. Public Opening**

Proposals shall be received by the Purchasing Department at the time and date provided on page 1, Solicitation, Offer and Award, block #7. On the official opening date the names of the firms submitting proposals/offers shall be publicly read at the specified location and will be posted on CF website. <http://www.cf.edu/purchasing> Persons with disabilities needing assistance to participate in the public opening should call purchasing at (352) 854-2322 extension 1527 at least 48 hours in advance of the public opening.

## **8. No Proposal Submittal**

If your firm declines to submit a proposal, submit the Statement of No Proposal Submittal (Section E) page and give the reason in the space provided. Failure to submit either a proposal or a Statement of No Proposal may result in removal from internal mailing lists for future solicitation requirements.

## **9. Delays**

CF, at its sole discretion, may delay the scheduled due dates indicated herein if determined in the best interest of CF to do so. CF will notify all proposers/offers of all changes in scheduled due dates by written addendum.

## **10. Proposal Withdrawal**

Proposers/Offers may withdraw their proposals by notifying CF in writing at any time *prior* to the time set for the proposal deadline. Proposers/Offers may also withdraw their proposals in person or through an authorized representative. Proposers/Offers and their representatives must disclose their identity (company business card or other form of ID). Once opened, proposal becomes the property of CF and will not be returned.

## **11. Additional Information**

No additional information may be submitted, or follow-up performed by any proposer after the stated due date outside of the formal oral presentation to the Evaluation Committee, unless specifically requested by the Purchasing Department.

## **12. Inquires**

All proposers/offers shall carefully examine the RFP documents in its entirety. Any ambiguities or inconsistencies shall be brought to the attention of the Director of Purchasing in writing provided that it is received before the date specified for submission of questions or prior to the receipt date of proposals/offers.

## **13. Addendum**

If any revisions, clarifications or supplemental instructions are needed, the Director of Purchasing will issue a written addendum and post on the Purchasing website. Proposer/Officer shall acknowledge receipt of any addenda by completing page 1 Solicitation/Offer and Award, Part II, block(s) 10A, B, C in its entirety and more if applicable.

## **14. Selection Process**

A minimum of three (3) ranked companies from the written solicitation shall be invited to give oral presentations. These presentations shall be used to provide an opportunity for the proposer/officer to explain their qualifications, methodologies and approach to the project, and their ability to furnish the required services. The Purchasing Department will schedule any such presentations. The selection process will include reference checks and shall require on-site visits to all the campuses following the mandatory pre-proposal.

## **15. Posting of Ranking**

Following oral presentations, the Evaluation Committee shall rank the short-listed firms in accordance with weighted criteria and points as indicated within the RFP and shall make a recommendation to the CF Director of Purchasing. The recommendation for ranking will be posted for review by interested parties on the Purchasing Department website and will remain posted for a period of 72 hours

## **16. Identical or Tie Proposals**

In the event that two (2) or more proposals/offers are deemed equal during the evaluation process the following criteria in order of importance from the highest priority to the lowest priority will be used: (1) Drug Free Workplace certification in accordance with F.S. 287.087; (2) offer is from a Florida domicile entity, (3) if one offer is from a certified minority business enterprise, the award shall be made to the CMBE (4) when an offer is deemed by the College to be in its best interest considering factors such as; prior performance, or (5) by coin toss or drawing of numbers by an authorized purchasing official or designee.

## **17. Negotiation and Award**

CF anticipates award to the highest ranked proposer/officer as determined by the CF Evaluation Committee to be the most advantageous. Final approval of the ranking of proposer/officer(s) will be made by the District Board of Trustees, President or designated CF official.

The proposer/officer understands that the RFP and ranking process does not constitute any offer, agreement or a contract. Once the ranking is approved, negotiations

may commence with the top ranked firm. If successful, CF will award and enter into a contract with that firm. Failure to negotiate or reach an agreement with the first ranked firm will result in a determination to negotiation with the second, or third ranked proposer/offeror until an award has been made. The award will become binding upon approval by the appropriate level of authority within CF and fully executed by the parties herein.

#### **18. Posting of Intent to Award**

Recommendation for award will be posted for review by interested parties at the Purchasing Department prior to submission through the appropriate approval process. The Notice of Intent to Award will be posted for a period not less than 72 hours. Any person who is adversely affected by the College's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Rule 13A-1.006(3), Florida Administrative Code. Failure to file a protest within the time prescribed in F.S. 120.53(5), shall constitute a waiver of proceedings.

#### **19. Award**

The College anticipates award to the proposer/offeror who submits the proposal/offer determined to be most advantageous. The College anticipates awarding one (1) contract, but reserves the right to award more than one contract if determined in the best interest of the College. If the awarded contract is terminated or cancelled within the first 12 months of the contract period, CF may elect to negotiate and award the contract to the next ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of the College. The College also reserves the right, but is not obligated, to negotiate with the prevailing responder in order to improve a term or condition so that it is more beneficial to the College. All such waivers or negotiations, and the justifications therefore, will be reduced to writing. Proposers/Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive to all proposal requirements, submission requirements, general conditions and special conditions of this Request for Proposals.

#### **20. Proposal/Offer Preparation Costs**

Neither CF nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal/offeror. Proposers/Offerors should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer/offeror ability to meet all requirements of the RFP.

#### **21. Accuracy of Proposal Information**

Any proposal containing information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

#### **22. News Release**

The proposer/offeror shall obtain the prior approval of CF for any news releases or other publicity pertaining to this RFP or the services, study or project to which it relates.

#### **23. Public Records**

Upon award recommendation or thirty (30) calendar days after public opening, whichever occurs first, proposals/offers become "public records" and shall be subject to public disclosure consistent with Chapter 119.071(2), Florida Statutes. Proposers/Offerors must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted as a result of the RFP are handled in accordance with FS 119.071 (3) (c).

#### **24. Acceptance/Rejection of Offers**

The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the solicitation in its entirety. The College reserves the right to reject the proposal of any firm who has previously failed in proper performance of an award or to deliver on time contracts, or who in the College's opinion, is not capable to perform the requirements of the solicitation.

#### **25. Legal Requirements**

Federal, State, County, and local ordinances, rules and regulations that in any manner affect the items herein apply. Lack of knowledge by the proposer/offeror will in no way be cause for relief from responsibility. If the proposer/offeror observes that the instructions and/or scope of services herein are at variance therewith they shall promptly notify the College in writing.

#### **26. Drug-Free Workplace**

Whenever two or more proposals which are equal with respect to price, quality, and service are received by CF for the procurement of commodities or contractual services, the proposal received from a business that completes the attached Drug Free Workplace form certifying that it is a Drug Free Workplace shall be given preference in the award process.

### **27. EEO Statement**

CF is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.

### **28. Contractual Agreement**

The terms, conditions, and provisions in this solicitation (RFP) may serve as or can be merged into the final contract or purchase order (if applicable). The order of precedence will be general law, the purchase order or contract, incorporating the terms and conditions of this solicitation and the response. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of the State of Florida. The venue shall be Marion County of the State of Florida.

### **29. Permits/Licenses/Fees**

Any permits, licenses, or fees required will be the responsibility of the proposer/ offeror. No separate or additional payment will be made.

### **30. Changes/Adjustments/Deviations**

No changes, adjustments, or deviations shall be accepted on any item unless conditions or specifications of an RFP expressly so provide. Any other changes, adjustments, or deviations shall require prior written approval, and shall be binding ONLY if issued by CF Purchasing Department. The proposer/offeror shall bear sole responsibility for any and all costs of claims arising from any changes, adjustments, or deviations not properly executed as required herein.

### **31. Proposer's Conditions**

Any conditions to be made as part of the bid/offer should be submitted on the "Affidavit of Compliance", provided herein and fully executed as instructed.

### **32. Compliance with Occupational Safety and Health**

Proposer/Offeror certifies that all material, equipment, etc., contained in his/her proposal/offer meets all applicable OSHA requirements. Proposer/Offeror further certifies that, if he/she is the proposer/offeror and the material, equipment, etc., delivered is subsequently found to be defective in any applicable OSHA requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the proposer/offeror.

### **33. Americans With Disabilities Act**

Proposers/Offerors should identify any products that may be used or adapted for use by visually, hearing or other physically impaired individuals.

### **34. Joint Ventures**

Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this RFP.

### **35. References**

Proposers/Offerors shall submit a list of current and past references with their proposal/offer submittal. Include the name of contact persons who have personal knowledge of the proposer's performance. The contact person should have been informed that they are being named as a reference, and that CF may be sending a reference questionnaire via email/facsimile or by telephone. Do not list persons who are unable or unwilling to answer specific questions regarding your performance.

### **36. Employees, Subcontractors, and Agents**

No portion of the work shall be subcontracted without prior written consent of the college. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the college the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractors and shall assure compliance with all requirements of the contract.

### **37. Public Entity Crimes (Purchases Greater than Category Two \$35,000.00) including Federal Grants**

Pursuant to OMB Circular A-110, Subpart B, Section 13, A person or affiliate who has been placed on either the Federal Excluded Parties List system (FEPLS) or the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a proposal or enter into a contract to provide goods and/or services, construction or repair of a public building, leasing of real property, may not submit a proposal 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, (i.e. \$35,000) who is listed on the convicted vendor list. The Federal Excluded Parties List System can be located at: <http://epls.gov>

**38. Discriminatory Vendors List(s)**

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal or offer to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity. The State of Florida Discriminatory Vendor List can be found at: <http://myflorida.com>.

**39. Unauthorized Employment of Alien Workers**

The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provision as determined pursuant to Section 274A of the Immigration and Nationality Act.

**40. Rules Regulations, Laws, Ordinances and Licenses**

The successful proposer/offeror agrees that it shall observe and obey all the laws, ordinances regulations and rules of the federal state and local governments. It shall also comply with all of the College's rules and requirements.

**41. Affirmation**

Submission of a proposal, proposer/offeror affirms that his/her proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respect fair without collusion or fraud. Proposer agrees to abide by all conditions of the RFP requirements contained herein.

**42. Conflict of Interest**

All proposers must disclose with the proposal submitted the name(s) of any officer, director, or agent who is also an employee or District Board of Trustee of College of Central Florida (CF). All proposers must disclose the name of any CF employee or District Board of Trustee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm. The Conflict of Interest Disclosure Form shall be completed and submitted as part of the proposal response.

**43. Indemnification**

The proposer/offeror without exemption shall indemnify and hold harmless the College (CF), its agents, employees, volunteers and/ or any of its District Board of Trustee members from and against all claims, losses, and expenses including attorney's fees, arising or resulting from performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury,

sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the College or any of their agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit act.

**44. Force Majeure, Notice of Delay, and Non-Damages for Delay**

The proposer/offeror shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the proposer/offeror or its employees or agents contributed to the delay and the delay is due directly to acts of GOD, wars, and acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the proposer/offeror's control, or for any of the foregoing that affect subcontractor or suppliers if no alternate source of supply is available to the proposer/offeror. In the case of delay the proposer/offeror believes is excusable, the proposer/ offeror 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, or (2) If the delay is not reasonably foreseeable, within five (5) days after the date the proposer/offeror first had reason to believe that a delay could result.

**45. Protests**

Failure to file a protest within the time prescribed in F.S. 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. In accordance with F.S.287.042, any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to F.S. 120.53(5) (b) shall post at the time of filing the formal written protest a bond payable to the College in an amount equal to one percent (1%) of the total volume of the contract or five thousand dollars (\$5,000), whichever is less. The aforementioned bond shall be conditioned upon the payment of all costs which may be adjudged against him/her in the 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 or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the agency prevails, it shall recover all costs and charges which shall be included in the final order judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check or money order shall be returned to him/her. If the person protesting the award prevails, he or she shall recover from the agency all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

#### **46. Disputes**

In case of any doubt or differences of opinion as to the items to be furnished, the College's decision shall be final and binding on both parties.

#### **47. Termination for Default**

Should the contractor default under the terms of the contract, which incorporates the RFP requirements, such default will be determined at the sole discretion of the College will give the contractor written notice, and the contractor will have (10) calendar days from the date of notice to correct the default. If the contractor fails to correct the default within the period specified in the written notice, the College will have the right to notify the contractor in writing of the termination of the contract. In addition, the College may report the default to other entities that may have an interest in the solicitation activities of the College.

#### **48. Termination for Convenience**

The College by written notice may terminate the contract in whole or in part when the College determines in its sole discretion that it is in the College's interest to do so. The proposer/offeror shall not furnish the product after it receives the notice of termination, except as necessary to complete the continued portion of the contract if any product after it receives the notice.

#### **49. Termination for Cause**

The College may terminate the contract if the proposer/offeror fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Florida Administrative Code (FAC) 60A-1.006 (3) governs the procedure and consequences of default. The proposer/offeror shall continue work on any work not terminated. Except for defaults of subcontractor at any tier, and if the cause of the default is completely beyond the control of both the proposer/offeror and the subcontractor, and without the fault or negligence of

either, the proposer/offeror shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the to meet the required delivery schedule. If after termination, it is determined that the proposer was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the College. The rights and remedies of the College in the clause are in addition to any other rights and remedies provided by law or under the contract.

#### **50. Purchases by Other Entities (Piggy-Back)**

In accordance with State Board of Education rule 6A-14.0734 (2) (c), the successful proposer may extend stated services to any other community college or public entity that may wish to use this proposal for the purpose of obtaining the same items/or services during a stated contract period.

#### **51. Recycling**

The successful proposer/offeror must comply with any current or future recycling programs established by the state, county, municipality and/or College of Central Florida. Inability to comply or reach agreement with the College to meet compliance will result in cancellation of the award if applicable.

#### **52. Bonding**

Proposal performance or payment bonds shall be provided when specified by the terms of the Solicitation, Offer and Award. The amount shall be that determined by the College to be reasonable and necessary to protect the best interest of the College. The bond may be in the form of a surety bond, cashier's check, endorsed certificate of deposit, money order or certified check drawn on a solvent bank. Such bond or deposit shall be forfeited to the College in case the proposer shall fail or refuse to execute the contract. A performance, payment or bid bond form may be included as part of this solicitation and can be utilized for the above purpose if applicable. Only the awardee will be required to provide a performance bond. "The amount of the performance bond shall equal 10% of the annual contract price". In addition, the awardee may also submit an irrevocable letter of credit prior to commencement of services.

#### **53. Services**

The College reserves the right to inspect all services in accordance with the contract requirement and/or as called for on the purchase order or blanket purchase agreement. acceptance and/or rejection shall be made as promptly as possible after completion or delivery.



**54. Safety Standards**

Unless otherwise stipulated in the proposal all manufacturer items and fabricated assemblies shall comply with applicable requirements of the Federal Occupational Safety and Health Act (OSHA), American National Standards Institute Safety Standards and any applicable Florida standards.

**55. Safety Data Sheet**

A Safety Data Sheet (SDS) must be submitted for each chemical included in the proposal/offer. The SDS sheet must be submitted for a chemical prior to the recommendation for award. Failure to submit a SDS may render the proposal/offer non-responsive. The information is requested in accordance with the Florida's Right-to-Know law.

**56. Government Restrictions**

If any government restrictions are imposed before or during this performance it will be the proposers/offerors responsibility to notify the Director of Purchasing in writing at once. Indicate in the letter the specific regulation that required an alteration. The District Board of Trustees reserves the right to accept any such alteration, including such price adjustments or to cancel the action at no expense to the Board.

**57. Rejection of Third Party Assignments**

The College reserves the right to reject third party assignments except with the prior written approval of the College.

**58. Travel Expenses**

Proposer/Offeror shall not charge the College for any travel expenses, meals and lodging without College's prior written approval. Upon obtaining College's written approval, proposer may be authorized to incur travel expenses payable by the College to the extent and means provided by F.S. 287.058 (1) and 112.061. Any expenses in excess of the prescribed amounts shall be borne by the Proposer.

**59. Public Meeting and Records**

All meetings as a result of this solicitation shall be conducted in strict compliance with F.S. 286.11.

**60. Availability of Funds**

The obligations of the College of Central Florida under this Award are subject to the availability of the funds lawfully appropriated for its purpose by the State of Florida and the District Board of Trustees.

**61. USB Flash Drive**

In addition to the one (1) original and five (5) copies the proposers shall submit this RFP on a USB Flash Drive in a marked and sealed envelope.

**62. Performance Evaluation:**

At the end of the contract, the college may evaluate the vendor's performance. This evaluation will become public record.

**63. Contract Fulfillment:**

Vendors who enter into agreement with the college and fail to complete the contract term, for any reason, will be subject to future proposal suspension for one (1) year, and up to a possible three (3) years proposal debarment for serious contract failures.

**64. Verification of Employment:**

In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the Vendor to perform employment duties within the State of Florida and all persons (including sub-contractors) assigned by the Vendor to perform work pursuant to the contract with the College.



## SECTION A INFORMATION

Proposals subject to the terms, conditions, and specifications contained herein are hereby made part of this request. All proposals must be executed and submitted as noted in Section D. The face of the proposal must be addressed as follows:

RFP 22-1 Consultant for ERP System  
Attn: Stewart E. Trautman, Jr., Director of Purchasing  
College of Central Florida  
3001 SW College Road  
Founders Hall, Building 1, Room 109  
Ocala, Florida 34474

The proposal must be received and be physically located in the Purchasing Department no later than Friday, November 4, 2022 at 2:00 PM at which time proposals will be opened and recorded. Any proposals that arrive in the purchasing department after this time will be disqualified. The proposals will not be immediately evaluated. An internal evaluation committee will review the proposals at a later date. Proposers selected to give oral presentations will be contacted to set up an appointment. Rankings from initial evaluation will be posted at:

<http://www.cf.edu/purchasing>

Proposals not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

All proposing firms shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of CF in writing prior to the due date; failure to do so, on the part of the proposing firm, will constitute an acceptance by the proposing firm of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP documents shall be requested in writing, and received by CF **at least seven (7) calendar days prior** to the due date.

It is requested that all questions be e-mailed to [trautmas@cf.edu](mailto:trautmas@cf.edu), using the following subject line: **RFP 22-1 Question**. Such inquiries regarding this RFP outside the Pre-Proposal Conference must be submitted in writing to CF's Director of Purchasing. CF will provide written answers to the questions in the form of written addendum which will be uploaded to the CF Purchasing website at:

<http://www.cf.edu/community/cf/purchasing/solicitations>

CF will not be responsible for any oral instructions made by any employee(s) of CF in regard to this RFP.

## SECTION A

### INTRODUCTION

A. Intent and Purpose

**The District Board of Trustees of College of Central Florida, hereinafter referred to as `College`**, requests competitive proposals from licensed and qualified consultant(s) that can provide assistance to the College in gathering and documenting all business processes and requirements throughout the College’s operating areas. With these processes and requirements documented, the vendor will create a ranked ERP proposal for the College’s evaluation committee. Upon selection of the ERP by the College, the vendor will then establish a plan to onboard and integrate the selected ERP system to the College with minimal disruption to business continuity.

The College of Central Florida is looking for a strategic partner that will provide a clear, concise, and comprehensive roadmap during all phases of this project. The College seeks to enter into one (1) agreement with one (1) vendor. The consultant shall visit all locations and provide services as noted in paragraph B below. Interested proposers must be licensed in the State of Florida and meet all other requirements as may be required by law. The professional service proposer must demonstrate relevant experience as later described in this Request for Proposal.

B. Project Description

A strategic initiative of the College of Central Florida is the modernization of its technology infrastructure to meet the needs of a 21st century learning organization. The College now requires a scalable, automated and integrated software solution with modern features that will strengthen operations and improve the user experience.

For this project to be successful, the College believes the timeline should consist of two major phases:

Phase 1:

- Document all existing business requirements and processes
- Evaluate existing processes vs possible software solutions
- Make software solution recommendations with re-engineered business process (if needed)

Phase 2: Implementation of ERP Solution and documentation of business procedures.

Locations:

College of Central Florida Ocala Campus 3001 SW College Road Ocala, FL, 34474	College of Central Florida Citrus Campus 3800 S. Lecanto Highway Lecanto, FL, 34461	College of Central Florida Levy Campus 114 Rodgers Blvd. Chiefland, FL, 32626
College of Central Florida Appleton Museum 4333 E. Silver Springs Blvd Ocala, FL, 34470	College of Central Florida Hampton Center 1501 W. Silver Springs Blvd. Ocala, FL, 34475	College of Central Florida Vintage Farm 4020 SE 3 <sup>rd</sup> Ave Ocala, FL, 34480

**SECTION B**  
**PRICE PROPOSAL OFFER RESPONSE FORM**

This is to certify that I (proposer) have read and understood the terms, conditions, specifications and other instructions contained in this request, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this invitation.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or persons submitting a proposal for the same consulting services and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this request and certify that I am authorized to sign this proposal for the proposer/offeror.

PROPOSER (PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PROPOSING AS: \_\_\_ CORPORATION \_\_\_ INDIVIDUAL \_\_\_ OTHER (explain) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

**PRICE PROPOSAL**

A qualified Consultant will provide their total cost for their services throughout the entirety of this project. The College of Central Florida will follow the pay schedule below upon the successful completion of the following project goals.

Payment 1- 25% of Total Cost	To be awarded upon the successful documentation of business procedures.(Phase 1)
Payment 2- 25% of Total Cost	To be awarded upon the recommendation and selection of an ERP System (Phase1)
Payment 3- 25% of Total Cost	To be awarded upon the successful implementation of an ERP System and updated procedural documentation. (Phase 2)
Payment 4- 25% of Total Cost	To be awarded upon the successful completion of all items identified under scope of services listed on pages 21-22. (Phase 2)

**This form must be completed and returned with your proposal submittal  
 as noted on page 2/paragraph 5**

**SECTION C**  
**TENTATIVE SOLICITATION SCHEDULE**

<b>Date</b>	<b>Item, Location and Time</b>
Wed. September 21, 2022 Wed. September 28, 2022 Wed. October 5, 2022	RFP Advertised and Released in the following areas: Ocala, Orlando, and Gainesville.
Wed. October 12, 2022 9 – 12PM	Mandatory Pre-Proposal Meeting – Board Room/Founders Hall/Bldg. 1 Mandatory site visits immediately after pre-proposal
Monday October 24, 2022 @ 1:30 PM	Evaluation Team briefing – Purchasing – Founders Hall/Bldg. 1/Room 105
Friday October 28, 2022 4:00 PM	Last date for questions
Friday, November 4, 2022 2:00 PM	Proposals Due – Purchasing – Founders Hall/Bldg. 1/Room 109
Monday, November 7, 2022 10:00 AM – Noon	Evaluation team picks up RFP proposals and begin evaluations Founders Hall, Building 1, Room 109
Monday, November 14, 2022 @ 2:00 PM	Evaluations due to Director of Purchasing - Founders Hall/Bldg. 1/Room 109
Wednesday, November 16, 2022 @ 2:00 PM	Meeting to Review and Shortlist Proposals - Founders Hall/Bldg. 1/Room 105
Friday, November 18, 2022	Posting of Vendor Shortlist
Thursday, January 12, 2023 @ 9:00 AM – 4:30 PM	Oral Presentations- Short listed firms - Board Room/Founders Hall/Bldg. 1
Wed. January 18, 2022	Director of Purchasing will tabulate final points
Wed. February 8, 2023	Recommendation of Award to Vice President of Administration & Finance
Wed. February 22, 2023	Board Approval – Board Meeting
Monday February 27, 2023	Contract term begins for Consultant services

The above schedule is subject to change. All changes will be posted on the CF Purchasing Website at:  
<http://www.cf.edu/purchasing>

## SECTION D

### GENERAL INFORMATION

#### University Background and Institutional Profile

**Our Mission** - We transform lives and enrich our community by providing a supportive, high-quality learning environment that prepares individuals to excel in work and life.

**Our Vision** - Your first choice for quality education.

The College of Central Florida provides higher education along with technical and occupational training for the residents of Marion, Citrus, and Levy Counties, as well as several 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 Marion, Citrus, and Levy County, we operate four main campuses, the Vintage farm and the Appleton Museum of Art. Additional information can be found by visiting: [www.cf.edu/about-cf](http://www.cf.edu/about-cf). CF offers Associate in Arts, Associate in Science and bachelor's degrees as well as certificates. With more than 150 academic pathways to choose from, our focus is on providing high-quality education that meets the needs of our community.

CF provides opportunities for students to pursue careers in fields they love. Central Florida Junior College was established in 1957 by the Florida Legislature, bringing to fruition our community leaders' vision of a higher education institution for Marion, Citrus and Levy county residents. Instruction began in 1958 with only 320 students using temporary facilities at the Marion County Vocational School. The name was changed in 2010 to College of Central Florida, and though "community" was dropped from its name, CF continues to be our community's college. Over the years, academic programs have been added, revised, and phased out as determined by community needs. What started as a two-year college offering certificates and associate degrees is now a four-year college offering baccalaureate degrees in select workforce programs. Without a state university in our backyard, it is critical that our citizens have access to bachelor's degrees that lead to high-skill, high-wage careers. The college is Accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS).

#### Enrollment & Demographic Data

##### Credit and Noncredit Students

Unduplicated Headcount	
2018-2019	10,823
2019-2020	10,032
2020-2021	9,977

Students by Site	
Ocala Campus	9,540
Citrus Campus	2,988
Levy Campus	1,167
Hampton Center	81
Vintage Farm	110

*Figures add up to more than unduplicated headcount since students may attend classes at more than one site.*

Enrollment by Program	
Associate in Arts	64.6%
Associate in Science, Associate in Applied Science	16.0%
Baccalaureate	11.2%
Career Technical Certificate	3.0%
College Credit Certificate	1.4%
Other	3.5%
<b>Total</b>	<b>100%</b>

##### Student Demographics

Gender	
Female	64.2%
Male	35.4%
Undeclared	0.4%

Age	
Under 18	14.3%
18-24	47.4%
25-34	21.3%
35-44	9.0%
45 and Older	8.0%
<b>Total</b>	<b>100%</b>
<b>Average age</b>	<b>26.3</b>

Race/Ethnicity	
White (not of Hispanic origin)	56.9%
Hispanic origin	18.2%
Black (not of Hispanic origin)	12.9%
Undeclared	6.9%
Asian	3.4%
American Indian/Pacific Islander	1.7%
<b>Total</b>	<b>100%</b>

Tricounty Population, 2020 Estimate	
Marion County	375,908
Citrus County	153,843
Levy County	42,915
<b>Total</b>	<b>572,666</b>

Full-time Employee Positions, July 1, 2020	
Faculty/Librarians/Counselors	130
Professionals	108
Career Service	113
Administrators	33
<b>Total</b>	<b>384</b>

Expenditures, 2020-2021	
Personnel	\$31,924,121
Operating	\$10,216,254
Capital Outlay	\$3,377,257
<b>Total</b>	<b>\$45,517,632</b>

## Purpose

- A. The purpose of this RFP is to obtain the services of one (1) qualified, licensed and professional consultant to enter into one (1) agreement.
- B. The Director of IT or designee is responsible for performance monitoring of the consultant services for each location.
- C. A mandatory site visit is scheduled immediately following the mandatory pre-proposal which is scheduled for Wednesday, September 28, 2022. The proposer will be familiar with the exact nature and existing conditions of the work areas and requirements of the specifications for extent and quality of work to be performed prior to submission of the proposal. Failure to attend the site visit will call for disqualification and proposal will not be considered for these services.
- D. The successful proposer shall perform its services in accordance with the highest standards and practices and operate within the guidelines of the State of Florida Statutes.

## Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held on **Wednesday October 12, 2022, at 9:00 AM and will conclude on or around 12:00 noon**. The meeting will take place in the Board Room, Founders Hall, Building 1. The purpose of this conference is to allow potential proposers an opportunity to present questions and obtain clarifications relative to any part of this proposal. Attendance at this conference is a prerequisite to submitting a proposal. Any changes resulting from this conference will be issued in a written addendum.

## Selection Committee Meeting

Selection committee is scheduled to meet on **Monday, October 24th, 2022, at 1:30 PM** to be briefed on their responsibilities and duties. The members of this committee will be responsible for evaluating the proposals and making a recommendation to the Director of Purchasing as to which proposers/offerors should be shortlisted and also the committee will be responsible for evaluating individuals during oral presentations.

## Interviews (oral presentations)

Letters will be sent to the respective proposers to inform them that they will be performing oral presentations. A minimum of three (3) firms will be interviewed.

---

## SECTION E

### STATEMENT OF NO PROPOSAL SUBMITTAL

If your company does not intend to propose on this solicitation, please complete and return this form prior to the date shown for receipt of proposals to:

RFP 22-1 Consultant for ERP System  
Attn: Stewart E. Trautman, Jr. Director of Purchasing  
College of Central Florida  
3001 SW College Road  
Founders Hall, Building 1, Room 109  
Ocala, Florida 34474

*Failure to submit either a Proposal or a Statement of No Proposal Submittal shall be cause for removal from future mailing lists.*

We, the undersigned, have declined to propose on the above referenced Request for Proposal for the following reason(s):

- Scope of Work or Terms and Conditions are too "restrictive." (Please explain below)
- Unable to meet requirements
- RFP was unclear (please explain below)
- Insufficient time to respond
- We do not offer this type of service or equivalent
- Our employee man loading would not permit us to perform
- Unable to meet bond or insurance requirements
- Other - please explain: \_\_\_\_\_
- Remove us from your "Proposers List"

COMPANY: \_\_\_\_\_

SIGNATURE/TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

**This form must be completed and returned with your proposal submittal**



## **SECTION F**

### **SPECIAL PROVISIONS**

1. Vendor shall assume full responsibility and be held liable by CF for any loss of property and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this agreement or from vendors failure to properly secure college facilities. The extent of this responsibility is not limited to only CF property but extends to any property including lease equipment on college locations. Vendor shall be held liable by CF for damages caused by his/her employees to any equipment apparatus or installed property in the buildings in which work is performed under this specification.
2. Vendor 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.
3. Any number of counterparts of this agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.
4. This agreement shall be governed by and construed in accordance with the laws of the State of Florida.
5. No change, modification, termination or attempted waiver of any of the provisions of this agreement shall be binding upon any party hereto unless reduced in writing and signed by the party or parties against whom enforcement is sought.
6. All understandings and agreements between the parties are contained herein and the parties acknowledge that no representation or warranties have been made other than those specifically set forth herein.
7. This agreement is not assignable unless all parties to this agreement approve of the assignment in writing.
8. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.
9. If any party to this agreement is a corporation or a partnership, then all such parties represent to all parties to the agreement that they are duly organized, validly existing and in good standing under the laws of the State of Florida and have full capacity, power and authority to convey execute this agreement and to otherwise comply with the terms and conditions of this agreement.

10. The title and captions of paragraphs and subparagraphs contained in this agreement are provided for convenience of reference only, and they shall not be considered a part of this agreement for purposes of interpreting or applying this agreement; such titles or captions are not intended to define, limit, extend, explain, or describe the scope or extent of this agreement or any of its terms, provisions, representations, warranties, or conditions in any manner or way whatsoever.
11. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular or plural, as the identity of the person or entity of the persons or entities may require.
12. The vendor selected through this RFP process shall furnish all supervision, labor, and supplies required for the satisfactory performance of the work. Vendor shall employ trained, reliable, quality conscious workers. All employees shall be mentally and physically competent to perform the services required. The vendor shall at all times, enforce strict discipline and good order among his/her employees.
13. Services to be performed under this contract shall be subject to inspection and approval by the designated college representative. Any questions which may arise as to the work performed, the manner of performance, and the rate of progress of the work, shall be decided jointly by the vendor and the Director of Purchasing, Mr. Stewart E. Trautman, Jr. or Mr. Ron Kielty.
14. A person identified by the vendor (reasonably acceptable to the college), Mr. Tony Denis, Mr. Ron Kielty, or a designee shall meet not less than bi-monthly with a written report to discuss the services and any other issues that deem appropriate. The meetings may be by telephone or in person. Any of these meetings may be canceled by Mr. Ron Kielty or designee if he/she determines that it is not necessary to meet.
15. All employees assigned by the vendor to perform the work under this contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be vendor's responsibility to ensure that all employees meet the physical standards needed to perform the work assigned. All personnel employed by vendor shall be trained and qualified in this type of work.
16. The vendor will:
  - a. Require all their employees to wear approved photo ID badges while on campus.
  - b. All vendor vehicles shall clearly display a special parking permit (obtained from public safety). The special parking permit may be obtained without cost upon request to the College. Parking, during all shifts, is only authorized in designated parking lots.
  - c. Require their employees to comply with instructions pertaining to the college parking policies.
  - d. Ensure that employees do not have access to buildings or CF property unless on official duty. Access shall not be given to friends or family members.
  - e. Conduct a national criminal background check on all prospective employees before hiring them to work on the CF premises. The vendor will reject any person whose criminal background check demonstrates that he/she failed to report criminal convictions accurately on the vendor's employment application form. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence or moral turpitude under the laws of Florida or any other state, within the 10 years immediately preceding the date of his/her original employment application with the vendor will be forbidden to be employed by the vendor hired by CF. Fingerprinting may be conducted by CF Public Safety, any fees associated are to be paid by the vendor.
  - f. Verify to the College that personnel assigned to the College are citizens of the United States of America or an alien who has been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card Form (5) or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
  - g. Prohibit any person who has been classified as a sexual offender or sexual predator under the laws of Florida or any other state from working at the College. The college may require the vendor

to remove and /or prohibit the individual from the campus immediately, with or without cause, in the College's sole discretion (but no such removal shall be deemed to require the vendor to terminate any individual's employment). Staff assigned to the collegiate school, as well as supervisors, shall have a level 2 background check as defined by F.S. 1012.467.

- h. Notice shall be given, immediately and in writing, to Mr. Stewart E Trautman Jr., CF Director of Purchasing, or Mr. Ron Kielty, Information Technology Manager, upon the vendor becoming aware of changes to an employee's status in e-h above.
- i. Verify to the College that all employees hired are bonded (when applicable).

17. Management/Supervision

Vendor shall at all times provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the contract. When the work is being performed, supervision should be onsite and available at all times. Supervision shall be fully and adequately trained, with experience in supervision, sufficient in scope to meet the approval of CF's representative. Management/Supervision shall be responsible for hiring, training, equipping, supervising, directing, discharging, and issuing uniforms for all services personnel. Management/Supervision shall also be responsible for monitoring the college's event scheduling software (Fastbooks).

The vendor shall provide, for approval by the college, a hierarchy chain of command for management and supervision of all contractor staff at each campus. The vendor shall provide CF's representative written lists of all key employees. This list shall be kept up-to-date. The list shall include: Employee's full legal name, home address, home telephone number, cell phone number, and email address.

Vendor shall notify CF in the event of key personnel changes which might affect this contract. Notification shall be made immediately of said changes. CF has the right to approve key personnel. An employee in a management and supervisory or leadership role shall be considered key personnel.

18. The College reserves the right to add another campus under the same terms, specifications, and conditions of this contract.
19. Other service requirements outside the scope of the contract will be quoted under regular purchasing procedures. The successful vendor will be afforded the first opportunity to quote on these services.
20. Vendor shall notify the campus security representative of any observed irregularities such as, unlocked doors, and lights left on.
21. Vendor will be provided keys for access to the buildings. It shall be vendor's responsibility to secure all doors when leaving the facility. Under no condition (except for emergency) shall contractor's personnel lend out keys or open doors for any unauthorized personnel, including College personnel. Any lost keys will be paid for by vendor. Any re-keying of buildings necessitated by keys being lost by vendor will be paid for by vendor.
22. Vendor shall be responsible for safe-guarding all CF property under contract. At the close of each work period, college facilities shall be secured.
23. Vendor shall be responsible for turning off all non-security lights when not needed.
24. The vendor is an independent service contractor and will furnish services upon its own credit rather than an employee, agent or representative of the College. The conduct and control of the services performed pursuant to the agreement shall be solely with the contractor; however, such services shall be performed in accordance with generally accepted procedures and methods. None of the benefits provided by the College to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from College to Vendor or the employees, agents or public servants of the Vendor. Vendor will be solely and entirely responsible for Vendor's acts and for the acts of Vendor's agents, employees and public servants during the performance of the Agreement.
25. The vendor, for the life of the contract and any subsequent renewals, shall comply with any College of Central Florida Board of Trustees approved action requiring college operators, vendors, contractors and associates on any College of Central Florida campus to submit to a fingerprint-based state and federal criminal history check as set forth under F.S. 1012.467 or any other fingerprint identification check as deemed necessary and requested by the College of Central Florida Board of Trustees. Contractor shall, when so requested by the College of Central Florida Board of Trustees, pursuant to F.S. 102-467 request, comply by filing with the Department of Law Enforcement a complete set of fingerprints and by providing any other documentation deemed necessary to comply with such state and federal criminal history check, of any contractor employees or agents working under this contract. Fingerprints shall be taken by an authorized law enforcement agency or other entity as permitted under F.S. 1012.467. To the extent the purposes other than compliance with F.S. 1012.467, contractor shall comply with such other request by submitting the requested documentation to the Department of Public Safety with twenty-four hours of this request. Failure to comply with either a fingerprint-based state and federal criminal history request based on F.S. 1012.467 or other fingerprint-based background or criminal history request within twenty-four hours may result in actions being taken against vendor such as requiring that the noncompliant employee not work on campus, up to and including, the cancellation of contract 'force majeure' for non-compliance. Vendor shall be responsible for all costs associated with either a request for a finger-print based state and federal criminal history check under F.S 1012.467 or other request for fingerprint- based background or criminal check. Vendor must certify to CF on at least an annual basis of the review and compliance of this contract item with any new employees. Fingerprinting certification in this packet must be completed.
26. All proposers are required to comply with all federal, state and local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State

Requirements for Educational Facilities (SREF), F.S. 1013 (K-20 Education Code – Educational Facilities), F.S. 402.301-402.319, OSHA regulations and all Civil Rights legislation.

27. College of Central Florida believes in equal opportunity practices which conform to both the spirit and letter of all laws against discrimination and is committed to nondiscrimination on the basis of race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws. The contractor shall have similar policies for employees assigned to the College.
28. College of Central Florida believes in a drug free workplace and is committed through in-house policies to this objective. The contractor shall complete and submit the “Drug Free Workplace Form”.
29. The College is dedicated to providing a safe, healthy, comfortable and productive learning environment for its students, faculty, staff and visitors. Therefore, the College of Central Florida declares the College to be a Tobacco-Free organization and sets the following rules regarding tobacco use. Tobacco use, distribution, or sale including but not limited to smoking, is prohibited on College-owned, operated or leased property.

Organizers and attendees at public events, such as conferences, meetings, public lectures, social events and cultural events, using College of Central Florida facilities are required to abide by this policy. Organizers of such events are responsible for communicating this policy to attendees and its enforcement. For the purposes of this policy, tobacco is defined as any product made of tobacco including, but not limited to cigarettes, cigars, cigarillos, pipes, bidis, vapor cigarettes, e-cigarettes, smokeless tobacco and any and all chewing tobacco products. The tobacco-free policy applies to all students, staff, faculty, contractors, vendors and visitors. The policy applies to the entire College of Central Florida District-indoor facilities, campus grounds, walkways and parking lots.

30. Contractor shall pay all applicable taxes and purchase any licenses that may be required in the performance of the contract. In addition, the Contractor shall be responsible for obtaining all necessary vendor and employee permits and/or registration cards in compliance with all applicable federal, state and municipal statutes.
31. Payment to employees, sub-contractors and outside vendors are the sole responsibility of the vendor/contractor and not the college. All financial matters internally shall be handled appropriately.

## SECTION G

### SCOPE OF SERVICES

#### Project Overview

College of Central Florida is planning on replacing a Jenzabar CX Enterprise Resource System (ERP) with a On Prem software system or Cloud Based System in the near future, the college fiscal year begins July 1st and ends June 30th. There are many reasons the college is embarking on this journey; however, the main goal is to create a World Class student and staff experience. The college envisions this new system will make it easy for prospective students to register, attend classes, and manage all other aspects of their academic journey, resulting in higher customer satisfaction, which in turn will increase enrollment, retention, and graduation rates. The general components of the ERP the College is seeking are, but are not limited to: Accounting, Payroll, Purchasing, Human Resources, Admission, Enrollment Management, Financial Aid, Course Registration, Curriculum Management, Course Assessment and Evaluation, Academic Advising and Planning, Grades Academic Records, Attendance, Student Financial Account Management, Student Accounts Receivable, Degree Audit Operational Reporting, Federal Reporting and the ability to perform State Reporting, Student and Staff Portal .

The purpose of this Request is to identify a qualified vendor (hereinafter referred to as the “Vendor”) to act as a consulting partner to assist the college with the ERP vendor selection, pre-implementation planning (potential business process reengineering), implementation guidance and potentially project management services. The college would expect a fully vetted Enterprise Resource System Strategy including any functionality gaps that may exist as part of the product selection and a documented road map that could be followed until the old system is retired and the new system is completely in production. We have partnered with an institution that has recently gone through a similar adoption and integration and can provide this RFP for additional information and guidance to the vendor.

The college is open to ideas as to how to best approach this project, however we expect the complete process of converting a new system within 3 fiscal years, meaning the system should be in production no later than 3 years following the completion of the consultation services.

Below is a list of scope of services and performance specifications, but are not limited to:

- Identify and document College of Central Florida’s requirements for vendor selection. This can include business requirements and financial requirements.
- Identification of the key requirements for a new ERP system.
- Provide a roadmap for pre-implementation of the ERP, identifying the business processes that need to be refined at the Institution if needed.
- Present a ranked ERP shortlist with features and limitations.
- Provide a roadmap and guidance for the implementation of the selected ERP.
- Identify any functionality gaps the new ERP might present.
- Provide project management services if applicable from pre-implementation to implementation stages.
- Assist the College with vendors that can provide an ERP in a fully on Premises software system or Cloud Based/Software as a Service (SaaS) Model.
- Build a plan to evaluate vendors with the College to ensure a proper selection is made.
- Assist the College with any negotiations with the selected vendor.
- Cost – to be provided separately in sealed envelope.

## **Key Solution Requirements**

The Requirements listed below are considered to be key functionality for the College's constituents. Please present how your solution will meet these requirements.

### **Student Lifecycle**

ERP Should have the capability to support gather and report data for the full student life cycle.

- Prospect tracking and recruiting
- Application Process and Admission
- Curriculum Program Selection
- Student Accounts
- Non-Credit Courses
- Financial Aid Processing
- Testing and Equivalency
- Guidance and Student Success
- Course Scheduling and Catalog
- Grade Reporting
- Records and Graduation
- Accreditation and compliance reporting

### **Finance Enterprise Resource Planning**

ERP is capable to support gather and report data for financial processes across the institution

- Account Creation
- G/L Creation and Management
- Chart of Accounts
- Journal Entries
- Financial Statements
- Tax calculation and reporting
- Purchasing Orders
- Billing and Invoicing
- Reconciliation
- Request for Payment
- Accreditation and compliance reporting

### **Employee Lifecycle**

ERP capabilities to support gather and report data for the full lifecycle of an employee

- Recruitment/Talent Planning
- Talent Management/Onboarding
- Time and Attendance/Payroll
- Compensation Benefits
- Performance Management
- Outplacement and Retirement
- Accreditation and compliance reporting

### **Institutional Advancement Lifecycle**

ERP capabilities to support gather and report data for the full lifecycle of alumni, donors, and other constituents

- Alumni/Development self-service features
- Campaign, appeals, solicitation management
- Standardized reporting and reconciliation processes
- Alumni event and activity management

NOTE: The Vendor may describe any additional and/or complimentary services that may not have been listed previously in the scope of services. A vendor could also decide to not include any of the listed requirements and provide alternatives approaches in their response.



**SECTION H**  
**INSURANCE**

**Insurance Requirements**

During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows. Current proof of insurance must be provided in the RFP.

**A. Required Limits:** The following minimum limits of liability are required; however, the limits are subject to change based on the type and extent of project.

<b>Commercial General Liability</b>	
Each Occurrence Limit	\$1,000,000
General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Payments (any one person)	\$ 5,000
<b>Automobile Liability</b>	
Bodily Injury/Property Damage (each accident)	\$1,000,000
Personal Injury Protection	Statutory
<b>Workers' Compensation</b>	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employer's Liability)	\$1,000,000
<b>Umbrella Liability</b>	
Each Occurrence Limit (\$1-\$5M)	\$1,000,000

**B. Conditions**

- |   |   |
|---|---|
| <p>1) Policies must be written by an insurance company authorized to do business in Florida.</p> <p>2) Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size Category of "VII" or better according to the A. M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.</p> <p>3) Deductible amounts shall not exceed 5% of the total amount of required insurance in each</p> | <p>category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance</p> <p>4) Contractor shall furnish CF certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to CF.</p> |
|---|---|

5) Contractor shall include CF as an additional insured on the General Liability and Automobile liability insurance policy required by the contract.

6) Contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and such insurance has been approved by CF.

7) "Claims made" insurance policies are not acceptable.

8) In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply.

9) Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

10) CF's risk manager shall verify ratings at A. M. Best's website: <http://www.ambest.com/>

11) College of Central Florida will be liable only for property damage and/or bodily injury pursuant to this agreement and which occur as a direct result of negligence of the College, its agents or employees. The College is self-insured through the Florida College System Risk Management consortium as a state agency and liability is, therefore, currently limited to sovereign immunity limits of \$200,000.00 per person and \$300,000.00 per occurrence, in accordance with F.S. 768.28.

12) The contractor shall purchase and maintain, during the term of agreement, insurance policies described herein issued by companies licensed in Florida possessing a minimum A.M. Best Company rating of no less than -VI. Certificates of Insurance (Form ACORD 25; 2010/05) and Occupational/Professional Licenses carried by the Contractor shall be furnished to the College annually thereafter. The contractor must be

licensed or approved to do business within the State of Florida.

13) Insurance (Form ACORD 25; 2010/05) and Occupational/Professional Licenses carried by the contractor shall be furnished to the College annually thereafter. The Contractor must be licensed or approved to do business within the State of Florida.

14) With the exception of Professional Liability and Workers' Compensation, all policies must name the District Board of Trustees of College of Central Florida, its officers, employees, agents, and volunteers as "Additional Insured" (ISO Form CG 2010, 2004 Edition or equivalent).

15) The Certificate Holder and Additional Insured shall be known and identified on the ACORD. Certificates as follows:

District Board of Trustees of the  
College of Central Florida  
3001 SW College Rd,  
Founders Hall/Bldg. 1  
Ocala, Florida 34474

16) Should any of the policies required herein be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Failure of Certificate Holder to demand a Certificate or other evidence of full compliance with insurance requirements or failure of the Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of insured's obligation to maintain such insurance.

17) Failure to maintain the required insurance may result in termination of an agreement at the Certificate Holder's option. By requiring this insurance, the College does not represent that coverage and limits will necessarily be adequate to protect the Insured and such coverage and limits shall not be deemed as a limitation of Insured's liability under the terms of the agreement.

18) Minimum Insurance Coverage and Requirements: Obtain and maintain the minimum insurance coverage set forth below. Dollar amounts may change in accordance with the assigned project. By requiring such minimum insurance, College of Central Florida shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types. Unless otherwise approved by the College, all insurance coverage must be written on an occurrence basis with the exception of Professional Liability.

19) Additional requirements:

- Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the District

Board of Trustees, College of Central Florida.

- Include a Waiver of Subrogation Clause including worker's compensation that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from College of Central Florida.
- Include a Separation of Insured clause (Cross Liability) for all liability policies
- The College prefers advance written notice prior to policy non-renewal, cancellation or material change or alteration.
- Provide uninterrupted Professional Liability for three (3) years after agreement ends.

### **C. Coverage:**

1. Commercial General Liability – ISO CG 001 Form or equivalent. Independent contractors are required to carry same insurance limits above and include College as an additional insured. Coverage to include:
  - Premises and Operations
  - Personal/Advertising Injury
  - Products/Completed Operations
  - Broad Form Property Damage
  - Independent Contractors
2. Automobile Liability including all:
  - Any Auto (owned, non-owned, hired)
  - Personal Injury Protection (when applicable)
3. Worker's Compensation
  - Statutory Limits as per Florida Statute 440 including Employer's Liability
4. Excess/Umbrella Liability (as needed)  
Excess of Commercial General Liability, Automobile Liability and Employers liability; Coverage should be as broad as primary.

**SECTION I**  
**EVALUATION OF WRITTEN PROPOSALS**

Criteria for Evaluating Written Proposals	Weight	Points
<p><b><u>Section A</u></b></p> <ol style="list-style-type: none"> <li>1. Assist the College with the identification of the key requirements for a new ERP system.</li> <li>2. Provide a roadmap for pre-implementation of the ERP, identifying the business processes that need to be refined at the Institution if needed.</li> <li>3. Identify any functionality gaps the new ERP might present.</li> </ol>	40	0-5
<p><b><u>Section B</u></b></p> <ol style="list-style-type: none"> <li>4. Assist the College with vendors that can provide an ERP in a fully on-Premise software system or Cloud Based/Software as a Service (SaaS) Model.</li> <li>5. Identify and document College of Central Florida’s requirements for vendor</li> <li>6. Provide project management services if applicable from pre-implementation to implementation stages.</li> </ol>	30	0 - 30
<p><b><u>Section C</u></b></p> <ol style="list-style-type: none"> <li>7. Assist the College with any negotiations with the selected vendor.</li> <li>8. Build a plan to evaluate ERP solutions with the College to ensure a proper selection is made. This should include business requirements and financial requirements.</li> </ol>	25	0 - 25
<p><b><u>Section D</u></b></p> <ol style="list-style-type: none"> <li>9. Cost – to be provided separately in sealed envelope.</li> </ol>	5	0-10

All submittals shall be placed in a 3 ring binder with a corresponding tab for each section above

- Tab A shall consist of addressed items 1-3
- Tab B shall consist of addressed items 4-6
- Tab C shall consist of addressed items 7-8
- Tab D shall consist of addressed item 9

**SECTION I**  
**EVALUATION OF ORAL PRESENTATIONS**

Criteria for Evaluating Oral Proposals	Weight	Points
<p><b><u>Section A</u></b></p> <ol style="list-style-type: none"> <li>1. Assist the College with the identification of the key requirements for a new ERP system.</li> <li>2. Provide a roadmap for pre-implementation of the ERP, identifying the business processes that need to be refined at the Institution if needed.</li> <li>3. Identify any functionality gaps the new ERP might present.</li> <li>4. Provide project management services from pre-implementation to implementation stages.</li> </ol>	30	0 to 5
<p><b><u>Section B</u></b></p> <ol style="list-style-type: none"> <li>5. Build a plan to evaluate vendors with the College to ensure a proper selection is made.</li> <li>6. Assist the College with recommended vendors that can provide an ERP in a fully on-Premise software system or Cloud Based/Software as a Service (SaaS) Model.</li> <li>7. Identify and document College of Central Florida’s requirements for vendor selection. This can include business requirements and financial requirements.</li> <li>8. Assist the College with any negotiations with the selected vendor.</li> </ol>	25	0 to 5
<p><b><u>Section C</u></b></p> <ol style="list-style-type: none"> <li>9. Consulting Firm’s reputation.</li> <li>10. Size of firm</li> <li>11. Overall capability</li> <li>12. Financial capability</li> </ol>	20	0 to 5
<p><b><u>Section D</u></b></p> <ol style="list-style-type: none"> <li>13. Identification of possible challenges in providing the level of service needed to CF</li> <li>14. How those challenges would be addressed</li> </ol>	15	0 to 5
<p><b><u>Section E</u></b></p> <ol style="list-style-type: none"> <li>15. Firms level of experience with similar organizations</li> <li>16. List of educational institutions or similar organizations</li> <li>17. Number of current contracts</li> </ol>	10	0 to 5

All submittals shall be placed in a 3 ring binder with a corresponding tab for each section above

- Tab A shall consist of addressed items 1-4
- Tab B shall consist of addressed items 5-8
- Tab C shall consist of addressed items 9-13
- Tab D shall consist of addressed items 13-14
- Tab E shall consist of addressed items 15-17

## **SECTION J**

### **EVALUATION INFORMATION**

1. Evaluation Method

- a. CF will appoint an evaluation team consisting of members of its staff to evaluate proposals, and to recommend award of a contract with the proposer which meets the best interests of CF.
- b. The District Board of Trustees shall make the final award.
- c. CF shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. CF's decisions will be final.
- d. Evaluations of written and oral presentations are independent of each other. Written proposals are used for the purpose of short-listing. Oral presentations by the short-listed companies will be used as an additional factor for recommendation to the DBOT by the evaluation team.

2. Non-Responsive Proposals

- a. Non-responsive proposals will be rejected by the purchasing department, and will not be distributed to the evaluation team for consideration. Additionally, the evaluation team may determine that the required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include, but are not limited to the following:
  - Failure to follow the required format
  - Failure to sign the proposal
  - Failure to acknowledge addenda (unless all changes are not materiel)
  - Failure to provide required submittals / documentation
  - Submission of a late proposal
  - Proposer does not meet minimum qualifications/requirements

3. Evaluation Criteria

The weights and points established by CF shall be utilized in the evaluation of the written proposals and oral presentations as noted on Section I, pages 26 & 27.

4. Scoring

- a. The evaluation team shall evaluate all responsive written proposals in order to develop a shortlist of proposers.

5. Short-Listing

- a. Upon completion of the evaluation of all written proposals, the evaluation team shall invite the top three or more proposers to give oral presentations.

6. Notification of Short-Listing

- a. A certified letter will be sent to those firms who have been short-listed, notifying them of the place and time of their interview/presentation.

- b. In the event that there are any specific questions/clarifications that the evaluation team would like for all of the proposers to address/make, they will be included in this notification.

7. Oral Presentations

- a. Firms responding to this RFP must be available for presentations/interviews.
- b. The schedule date for these presentations is Thursday January 12 2023, beginning at 9:00 AM. Should there be any changes to the time or location, proposers will be notified either by email, telephone, fax or certified letter.
- c. The criteria for evaluating the oral presentation are established by CF. The criteria are subject to change. In the event that the criteria are revised, the short-listed proposers will be advised of the changes.
- d. The interview time shall be limited to forty-five (45) minutes. Thirty (30) minutes shall be allotted to the presentation with the remaining time for questions and answers with your project team.
- e. It is highly recommended that your manager and site supervisor or other key employees who will be assigned to this service be present.
- f. As part of your presentation, be prepared to discuss with emphasis your firm's ability to provide excellent service on this contract.
- g. Handouts and/or "leave behinds" are permitted.
- h. CF will have an IT individual on hand to help with any computer or audio-visual support. Proposers should bring their own equipment to use for PowerPoint (or other) presentations.

8. Site Visits

There will be mandatory site visits to the sites identified in this RFP immediately following the mandatory pre-proposal. Proposers will provide their own transportation.



## SECTION K CHECKLIST

This checklist is provided to assist each proposer in the preparation of their proposal. Included in this check list are important requirements which are the responsibility of each proposer to submit with their response in order to make their proposal response fully compliant. This checklist is only a guideline – it is the responsibility of each proposer to read and comply with the Request for Proposal in its entirety.

### Check each of the following when accomplished:

- Solicitation/Offer/Award and Acknowledgment of Addenda– Page 1/Section A/Part II
- Price Proposal/Offer Response Form – Page 11/Section B (to be fully completed/submitted and marked “Confidential”)
- Statement of No Proposal – Page 15/Section E (to be completed, if applicable)
- Certification of Insurance - Pages 23 - 25 /Section H (to be provided only by awardee)
- Performance Bond and Instructions – Pages 31 – 32/Section K (to be completed only by awardee)
- Affidavit of Individual Surety – Page 33/Section K (to be completed only by awardee)
- Affidavit of Compliance – Page 34/Section K (to be fully completed and submitted)
- Drug-Free Work Place Force Certification – Page 35/Section K (to be fully completed and submitted)
- References – Page 36/Section K (to be fully completed and submitted)
- Public Entity Crimes – Page 37 – 38/Section K (to be completed, signed, notarized and submitted)
- Conflict of Interest Disclosure Form – Page 39/Section K (to be fully completed and submitted)
- Fingerprinting Form – Page 40/Section K
- Sealed proposal package one (1) original and five (5) copies tabbed and marked accordingly
- USB drive (to be included with sealed response)
- W9 Taxpayer form completed, signed and submitted

**Section K – Performance Bond**  
**INSTRUCTIONS**  
For Awardee Only

1. Any deviation from this form will require written approval of College of Central Florida, President or District Board of Trustees.
2. Insert the full legal name and business address of the Principal in the space designated “Principal” on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury’s list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A and Surety B) headed “CORPORATE SURETY (IES).” In the space designated “SURETY (IES)” on the face of the form, insert only the letter identification of the sureties.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Attached), for each surety, shall accompany the bond. College of Central Florida may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word “Corporate Seal”.
5. Type the name and title of each person signing this bond in the space provided.

**SECTION K**

<b>PERFORMANCE BOND</b>	DATE BOND EXECUTED			
PRINCIPAL (Legal Name and business address)	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF CORPORATION			
SURETY(IES) (Name and business address)	PENAL SUM OF BOND			
	MILLIONS	THOUSANDS	HUNDREDS	CENTS
	DATE	AGREEMENT NUMBER		

**OBLIGATION:**

We, the Principal and Surety (ies) are firmly bound to the District Board of Trustees of College of Central Florida in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The principal has entered into the contract identified above.

**THEREFORE:**

The above obligation is void if the Principal – (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by College of Central Florida, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notices of those modifications to the Surety (ies) are waived.

**WITNESS:**

The Principal and Surety (ies) executed this bid bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1.  (Seal)	2.  (Seal)	3.  (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

**INDIVIDUAL SURETY (IES)**

SIGNATURE(S)	1.  (Seal)	2.  (Seal)
NAME(S) (Typed)	1.	2.

**CORPORATE SURETY (IES)**

	NAME & ADDRESSES		STATE OF INC.	LIABILITY LIMIT (\$)	
SURETY A	SIGNATURES	1.	2.	CORPORATE SEAL	
	NAME(S) & TITLES (Typed)	1.	2.		
	NAME & ADDRESSES		STATE OF INC.		
SURETY B	SIGNATURES	1.	2.	CORPORATE SEAL	
	NAME(S) & TITLES (Typed)	1.	2.		
	NAME & ADDRESSES		STATE OF INC.		

**This form must be completed and submitted by awardee only.**



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**Section K**  
**AFFIDAVIT OF COMPLIANCE**

To be submitted with proposal forms:

\_\_\_\_\_ We **DO NOT** take exception to the Proposal.

\_\_\_\_\_ We **TAKE** exception to the Proposal as follows:

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Company Name \_\_\_\_\_

(Print or Type Company Name here)

\_\_\_\_\_  
Type or Print Name & Title Authorized Representative  
*as shown on Page 1, Solicitation/Offer and Award*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative as shown above

\_\_\_\_\_  
Date Signed

**This form must be completed and returned with your submitted proposal.**

**SECTION K  
DRUG FREE WORKFORCE CERTIFICATION**

The undersigned Proposer/Offeror in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

*(Name of Business)*

1. Publish 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. Inform employees about the dangers of drug abuse in the workplace, the business's 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. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify 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 *novo contend ere*, 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 (5) days after such conviction.
5. 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name \_\_\_\_\_

*(Print or Type Company Name here)*

\_\_\_\_\_  
Type or Print Name & Title Authorized Representative  
*as shown on Page 1, Solicitation/Offer and Award*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative as shown above

\_\_\_\_\_  
Date Signed

NOTARY \_\_\_\_\_

SEAL

DATE SIGNED \_\_\_\_\_

**This form must be completed and returned with your submitted proposal.**

**Section K  
REFERENCES**

LIST ALL LOCAL OR OTHER COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU ARE CURRENTLY OR HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES:

**REFERENCE #1**

Company \_\_\_\_\_  
Address \_\_\_\_\_ City/State/Zip Code \_\_\_\_\_  
Telephone # \_\_\_\_\_ Fax \_\_\_\_\_  
Contact person \_\_\_\_\_ Email \_\_\_\_\_

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**REFERENCE #2**

Company \_\_\_\_\_  
Address \_\_\_\_\_ City/State/Zip Code \_\_\_\_\_  
Telephone # \_\_\_\_\_ Fax \_\_\_\_\_  
Contact person \_\_\_\_\_ Email \_\_\_\_\_

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**REFERENCE #3**

Company \_\_\_\_\_  
Address \_\_\_\_\_ City/State/Zip Code \_\_\_\_\_  
Telephone # \_\_\_\_\_ Fax \_\_\_\_\_  
Contact person \_\_\_\_\_ Email \_\_\_\_\_

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**REFERENCE #4**

Company \_\_\_\_\_  
Address \_\_\_\_\_ City/State/Zip Code \_\_\_\_\_  
Telephone # \_\_\_\_\_ Fax \_\_\_\_\_  
Contact person \_\_\_\_\_ Email \_\_\_\_\_

**This form must be completed and returned with your submitted proposal.**



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**SECTION K  
PUBLIC ENTITY CRIMES**

Any person submitting a bid or qualification in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with your qualification.

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

1. This sworn statement is submitted to:

\_\_\_\_\_

(Print name of the public entity)

By \_\_\_\_\_

(Print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_

and (if applicable) it's Federal Employer Identification No. (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

\_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or 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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A. A predecessor or successor of a person convicted of a public entity crime: or
- B. 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.

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**SECTION K  
PUBLIC ENTITY CRIMES**

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**
- \_\_\_\_Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order).**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
(Type of identification)

Notary Public - State of \_\_\_ My commission expires

(Printed, typed and/or stamped Commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted Firm 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 Firm, Sub-Firm, 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 thirty-six months from the date of being placed on the convicted Firm list.

**This form must be completed and returned with your submitted proposal.**

**SECTION K**  
**Conflict of Interest Disclosure Form**

All vendors interested in conducting business with College of Central Florida must complete and return the "Conflict of Interest Disclosure Form" in order to be eligible to be awarded a contract. Please note that all vendors/contractors are subject to comply with College of Central Florida's conflict interest policies as stated within the certification section below.

If a vendor/contractor has a relationship with a College of Central Florida school official or employee or an immediate family member of a College of Central Florida official or employee, the vendor shall disclose the information required below.

**Certification:** I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No College of Central Florida official or employee or College of Central Florida employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No College of Central Florida official or employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
3. No retired or separated College of Central Florida official or employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in vendor's company.
4. No College of Central Florida official or employee is contemporaneously employed or prospectively to be employed with the vendor.
5. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any College of Central Florida official or employee to obtain or maintain a contract.
6. Please note any exceptions below:

Vendor/Contractor Name	Vendor/Contractor Phone Number
<b>Conflict of Interest Disclosure</b>	
Print below the name of College of Central Florida school official, employees or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee _____ <input type="checkbox"/> Interest in vendor company _____ <input type="checkbox"/> Other _____

I certify that the information provided is true and correct by my signature below:

\_\_\_\_\_  
 Signature of Authorized Representative                      Date                      Printed Name of Authorized Representative

**This form must be completed and returned with your submitted proposal.**

**Section K**  
**FINGERPRINTING**

The undersigned Proposer/Offeror in accordance with Florida Statute 435.05 titled “Employment Screening” agrees that as a condition of entering into this contract, Proposer/Offeror shall conduct and pass a “Level 2” security background investigation on all prospective employees prior to them working on CF premises.

The Proposer/Offeror agrees that from the “Notice of Award” the Proposer/Offeror has 30 calendar days to certify all prospective employees have been fingerprinted and have passed a “Level 2” security background check. If commencement of work is earlier than 30 calendar days, than Proposer/Offeror must certify all employees have done this prior to commencement of work. A letter stating this action has been completed is to be hand delivered to the Director of Purchasing. Included in the letter would be the names of potential employees along with a notarized signature of an authorized representative of the company acknowledging completion of “Level 2” security background checks.

The Proposer/Offeror also hereby certifies that \_\_\_\_\_ follows these guidelines: *(Name of Business)*

1. Pursuant to Florida Statute 435.05 titled “Requirements for covered employees and employers” contractor will prohibit any of their employees from working on CF premises whose “Level 2” screening demonstrates that he/she failed to report criminal convictions accurately on the employment application form and for any disqualifying offenses while employed.
2. Pursuant to Florida Statute 435.07 titled “Exemptions from Disqualification” contractor shall follow Florida Statute 435.07 (1) (a) 1. Pursuant to Florida Statute 435.07 (4) (b) contractor shall note that no exemption may be granted to any person who is a sexual predator, sexual offender, or career offender regardless of the amount of time that has lapsed since the disqualifying offense.
3. Contractor must certify to CF on at least an annual basis of the review and compliance of this contract item with any new employees.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name \_\_\_\_\_  
(Print or Type Company Name here)

\_\_\_\_\_  
Type or Print Name & Title Authorized Representative  
*as shown on Page 1, Solicitation/Offer and Award* Title

\_\_\_\_\_  
Signature of Authorized Representative as shown above Date Signed

NOTARY \_\_\_\_\_

SEAL

DATE SIGNED \_\_\_\_\_

**This form must be completed and returned with your submitted proposal.**