Miami Dade College

Invitation to Negotiate (ITN)No. 2025-RM1-01

Managed Security Operations Center Services for the Florida College System Consortium

OPENING: September 5, 2024 at 3:00pm

All prospective proposers that would be interested in providing a response to this ITN are invited to download the bid document for your perusal. All College solicitations can be downloaded from BidNet Direct which as part of the Florida Purchasing Group. All College issued solicitations will be posted on the Florida BidNet Direct website for suppliers to access. Suppliers will have the ability to download the bid document as well as any Addendums or other supporting bid documents. In addition, suppliers will be able to upload their bid response to the College via the BidNet portal. You must register with BidNet Direct in order to view the official solicitation documents. There are free and paid registration options available.

https://www.bidnetdirect.com/florida/miamidadecollege

All proposal responses MUST be unloaded to the BidNet site by 3:00 P.M. EST, on September 5, 2024. Proposers that attempt to upload responses after the due date and time will not be able to submit their response and deemed non-responsive.

Purchasing Director:
ROMAN MARTINEZ, MPA, CPPO, CPPB

MIAMI DADE COLLEGE
ITN # 2025-RM1-01

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1.0 PURPOSE, FOCUS AREAS, SOW, MINIMUM REQUIREMENTS AND TERMS OF THE ITN

1.1. Purpose and Objective

The Florida College System Consortium is committed to providing a secure and resilient digital environment for its member institutions. As the cyber threat landscape evolves, it is imperative that we enhance our security posture to protect sensitive information, ensure compliance with regulatory requirements, and maintain the trust of our students, faculty, and stakeholders. To this end, the Consortium is issuing an Invitation to Negotiate (ITN) for Managed Security Operations Center (SOC) Services.

The primary objective of this ITN is to identify and engage one or more qualified vendors to deliver comprehensive Managed SOC Services. The selected vendor(s) will provide advanced threat detection, incident response, and continuous monitoring to safeguard the Consortium's IT infrastructure and data assets.

It is important to note that this ITN prequalification process in essence does not guarantee any selected prequalified proposer to any specific award of services under this ITN by the College but will only serve as a tool for departments at the College to select prequalified proposers that are able, qualified, and ready to provide the services requested under this ITN solicitation.

1.2 Specific Areas of Focus

Proposers should concentrate on the following 5 areas of service.

1. **Enhanced Security Posture:** The increasing frequency and sophistication of cyber-attacks necessitate a proactive approach to cybersecurity. A Managed SOC will provide the Consortium with expert capabilities to detect and respond to threats swiftly and effectively, minimizing potential damage and downtime.

2. **Resource Optimization**: Managing an in-house SOC requires substantial investment in technology, personnel, and continuous training. Outsourcing these services to a specialized provider allows the Consortium to leverage cutting-edge security technologies and skilled professionals without the associated costs and complexities.

3. **Regulatory Compliance:** Educational institutions are subject to various regulatory requirements, including GLBA, FERPA, HIPAA, and PCI-DSS. A Managed SOC will ensure that the Consortium remains compliant with these regulations by implementing robust security controls and maintaining necessary documentation.

4. **24/7 Monitoring and Support:** Cyber threats can occur at any time, necessitating round-the-clock monitoring and response capabilities. A Managed SOC will provide continuous surveillance and support, ensuring that any incidents are promptly addressed, regardless of when they occur.

5. **Scalability and Flexibility:** As the Consortium grows and its security needs evolve, a Managed SOC can scale services accordingly. This flexibility ensures that the Consortium can adapt to changing requirements without the need for significant infrastructure overhauls.

1.3 Scope of Services

1. Staffing, Skills, and Training

The proposer of the Managed Security Operations Center (SOC) services must ensure that their team comprises highly skilled and adequately trained professionals capable of delivering top-tier security services. The requirements for SOC staffing, skills, and training include the following:

- **Provision of Adequate Staffing**: The SOC must be staffed with enough qualified security professionals to handle the workload effectively. This includes roles like security analysts who monitor network activity, incident responders who manage breaches, and threat hunters who proactively search for vulnerabilities and indicators of compromise. All support engineers are to be based in the continental US with adequate staffing. Risk appetite, size and complexity of network and service requirements will drive the ratio of analyst-to-endpoint. Given these considerations, the institutions should aim for a ratio anywhere from 1:500-1000 for the smaller institutions and 1:250-500 for the larger ones.

- **Response Escalation:** Escalation procedures must be clearly defined for each institution. Additionally, a Tiered approach to technical knowledge needs to be in place to ensure the most appropriate technical staff members handle incidents within their skill level.

- **Ongoing Training**: Continuous training programs are essential to keep SOC staff updated on the latest cybersecurity threats, attack methodologies, and defensive technologies. This might include regular workshops, certifications, and access to cybersecurity courses. Trainings for SOC staff should be conducted at least on an annual basis in order to be at the forefront of threats and technologies.

- **Dedicated Customer Service Manager**: This is a point of contact dedicated to managing client relationships. The manager ensures that all client concerns are addressed promptly and that clients are kept informed

of security statuses and updates. Response times may vary based on the institution's needs and requirements. Severity levels need to be defined, and agreements and expectations of response times need to be clearly outlined in Service Level Agreements (SLAs).

2. Infrastructure and Tools

The proposer of the Managed Security Operations Center (SOC) services must be capable of managing existing tools that FCS members may have already adopted in their infrastructure. However, as needed, the proposer must also be capable of providing a comprehensive and robust infrastructure along with advanced tools necessary for effective security operations, these may include the following:

- **Security Monitoring Tools:** Deployment of state-of-the-art security information and event management (SIEM) systems, intrusion detection systems (IDS), and intrusion prevention systems (IPS) to monitor, log, and analyze security events. Additionally, the solution should be capable of real time threat integration solutions, EDR/XDRs.

- **Forensic and Incident Response Tools:** Tools such as digital forensic software and malware analysis tools are necessary for investigating and mitigating cyber threats after an incident has occurred.

- **Automation and Orchestration Tools:** Implementation of automation tools to reduce manual tasks and orchestration platforms to integrate various security tools, improving response times and efficiency.

- **Data Ingestion sizing:** Individual data ingestion/sizing is not to be set the same for all institutions/colleges.

- **Type of solution:** Cloud vs On-Prem. Consideration to each option is to be given with the complete list of Pro-Cons to be compiled by each participating institution. Additionally, a well-documented and fully supported ROI and cost-benefit analysis reports are to be provided as part of the consideration for service.

3. Processes and Procedures

The proposer of the Managed Security Operations Center (SOC) services must establish and maintain comprehensive processes and procedures to ensure effective, consistent, and reliable security operations. These processes and procedures are crucial for achieving operational excellence, maintaining compliance, and responding swiftly to security incidents. Areas of service will include the following:

- **Incident Response Plan:** Detailed plans and playbooks that outline specific procedures for handling different types of security incidents, including escalation paths and roles and responsibilities. Include regular testing and updating of the incident response plan. Recommend including a Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP) as part of the incident response strategy.
- **Communication Protocols:** Clear protocols for internal communication within the SOC, as well as external communication with stakeholders, ensuring timely and accurate information dissemination during and after an incident.

- **Threat-Hunting Processes:** Proactive and continuous searches through networks to detect and isolate advanced threats that evade existing security solutions.

4. Threat Intelligence

In today's complex and ever-evolving cyber threat landscape, the ability to effectively utilize threat intelligence is a critical component of robust security operations. The Florida College System Consortium requires a Managed Security Operations Center (SOC) service provider capable of delivering comprehensive threat intelligence services. This capability is essential for anticipating, identifying, and mitigating threats before they can impact the Consortium's institutions.

The proposer must demonstrate a strong proficiency in threat intelligence, showcasing their ability to gather, analyze, and apply threat information to enhance the security posture of the Consortium. This introduction outlines the key elements of the proposer's threat intelligence capabilities and their significance in providing exceptional SOC services, these include the following:

- **External Intelligence Sources:** Integration with global threat intelligence services to receive real-time alerts and advisories about emerging threats and vulnerabilities.

- **Threat Feed Integration:** Utilization of threat feeds to automatically ingest data about new threats into the SOC's tools, enhancing detection capabilities.

- **Intelligence Updates:** Regular review sessions to analyze the latest threats and adapt the SOC's defensive strategies accordingly. A defined and fully documented strategy for the usage and implementation of AI tools must be approved by each institution of the consortium.

5. Logging and Monitoring

Effective logging and monitoring are foundational to the success of any Security Operations Center (SOC). The Florida College System Consortium requires a Managed SOC service provider capable of delivering seamless, efficient, and comprehensive logging and monitoring solutions. These capabilities are essential for maintaining continuous visibility into network activities, promptly detecting anomalies, and ensuring swift incident response.

This section outlines the proposer's ability to provide ease of logging and monitoring services, highlighting the technologies, processes, and methodologies that will be employed to achieve these goals, these include the following:

- **24x7x365 Monitoring:** Ensuring that security monitoring covers all systems continuously, with SOC personnel available to respond to alerts.

- **Triage & Escalation:** Custom-built Triage and Escalation plans are developed for each institution. SLAs are to be clearly defined and adhered to based on each institution's needs.

- **Behavioral Analytics:** Implementation of tools that use machine learning and statistical modeling to detect unusual patterns that may indicate a security breach.

- **Health Monitoring:** Regular health checks and custom tuning of security systems like QRadar, Splunk, Sentinel, and LogRhythm, to be included as part of ITN to ensure optimal performance.

6. Access Control and Data Protection

Robust access control and data protection measures are essential components of an effective Security Operations Center (SOC). The Florida College System Consortium requires a Managed SOC service provider capable of implementing stringent access control mechanisms and comprehensive data protection strategies, these include the following:

- **Strong Access Controls:** Policies and technologies to ensure that only authorized personnel have access to sensitive systems and data. Integration with PAM solutions is a must in order to ensure the institution's and the providers' adherence to the CIA triad. Additional leverage of Role based access is to be expected within the context of the response process for the institutions.

- **Multi-factor Authentication (MFA):** MFA adds an extra layer of security to access critical infrastructure, making unauthorized access significantly more difficult. Leveraging of the desired MFA solution with the

institution's SSO is expected to be the norm. MFA solutions must support at least two methods for authentication, i.e. Device and Token.

- **Data Encryption:** Encryption protocols to protect data at rest and in transit, safeguarding sensitive information from interception or theft.

- **Audits:** Allow the organization (customers) the right to audit Vendor's records and facilities related to the performance of this Agreement. Such audits may be conducted by the Purchaser or its authorized representatives at reasonable times during normal business hours upon providing reasonable written notice to Vendor. This clause ensures transparency, accountability, and verification mechanisms, allowing the auditing party to verify compliance with NIST standards and contractual obligations.

7. Compliance and Reporting

Ensuring compliance with regulatory standards and maintaining comprehensive reporting capabilities are critical aspects of an effective Security Operations Center (SOC). The Florida College System Consortium requires a Managed SOC service provider who can guarantee adherence to relevant regulations and provide detailed, actionable reports. This capability is essential for maintaining trust, ensuring transparency, and demonstrating the Consortium's commitment to security and privacy.

This section outlines the proposer's ability to deliver the necessary compliance and reporting services, emphasizing their approach to regulatory adherence, audit readiness, and effective reporting mechanisms, these include the following:

- **Regulatory Compliance:** Adherence to all relevant cybersecurity regulations and standards to avoid legal and financial penalties. HIPAA, Security Breach Notification Law (Not Federal, each state has its own), Electronics Communications Privacy Act ECPA, Patriot Act 2001, Computer Fraud and Abuse Act CFAA (Title 18, section 30), GLBA, SOX 2002, PCI-DSS 3.1 – 4.0, FERPA, Federal Student Aid (FSA), DoE, and/or other applicable laws not mentioned here.

- **Auditing:** The provider of services will agree to periodic compliance audits on behalf of the contracted institution in order to assess adherence to regulations.

- **Sensitive Data Handling**: Procedures and controls to ensure that sensitive data is handled according to strict data privacy regulations.

- **Data Ownership:** Data shall remain the property of the institution providing it.

- **Regular Reporting:** Creation of detailed reports that document incidents, response activities, and outcomes for transparency with stakeholders. Reports designed to meet the specific needs of the organization, providing actionable insights into SOC operations and security postures.

- **Business Review Reports:** A periodical report for the institution's leadership in order to provide an overview of the SOC's activities, performance and effectiveness in managing and mitigating the security threats of the client; the report sections can be but not limited to: Executive Summary, Threat Landscape, Incident Summary, SOC Performance Metrics, Security Posture and Compliance, Vulnerability Management, Security Awareness and Training, Feedback and Client interactions.

- **Scalability:**
  - Adjust according to the needs of the organization without price hikes.
  - Sizing model should not be based on smallest organization.

8. Physical and Operational Security

Ensuring robust physical and operational security is vital for the effective functioning of a Security Operations Center (SOC).

This section outlines the proposer's ability to deliver the necessary physical and operational security services, emphasizing their approach to securing the SOC environment and maintaining high operational standards, these include the following:

- **Secure SOC Location:** Physical security measures, such as security guards, biometric access controls, and surveillance cameras, protect the SOC from unauthorized access.

- **Disaster Recovery:** Comprehensive disaster recovery strategies to ensure that SOC operations can continue with minimal disruption in various scenarios, including natural disasters and cyber-attacks.

9. Continuous Improvement

Continuous improvement is essential for maintaining the effectiveness, efficiency, and relevance of Security Operations Center (SOC) services over time. The service provider shall be committed to ongoing enhancement of their capabilities, processes, and technologies. This commitment ensures that the SOC remains resilient against evolving cyber threats, complies with changing regulations, and meets the Consortium's evolving security needs. Service provider must provide the following as to continuous improvement:

- **Process Reviews:** Periodic quarterly reviews of existing SOC processes and procedures to identify inefficiencies and areas for improvement. Additionally, reviews must incorporate feedback and lessons learned from all handled incidents regardless of their severity.

- **Proactive System Upgrades:** Ensure all SOC tools and systems are regularly updated with the latest patches, upgrades, and configurations to maintain optimal performance and security. The SOC provider must be committed to maintaining a cutting-edge security posture by continually adopting new technology trends and updates.

- **Incident Analysis:** After-action reviews and debriefings following incidents to derive lessons learned. Root Cause Analysis needs to be conducted in order to improve response and resolution within the response strategies.

10. Detection, Investigation, and Response

Continuous detection, thorough investigation, and rapid response are fundamental pillars of an effective Security Operations Center (SOC). Provider needs to be capable of maintaining constant vigilance, swiftly identifying security incidents, conducting thorough investigations, and executing rapid response actions. Proposer is to provide the following as to detecting, investigating, and responding to cyber threats and security which include the following:

- **Custom Detection Rules:** Tailoring detection rules based on the specific network architecture, business operations, and threat landscape of the organization. Continuous review, tuning and optimization of rules is expected in order to progressively lower any residual risks.

- **Automated and Manual Investigation:** Capabilities to rapidly gather data and conduct in-depth analysis both automatically and manually.

- **Response Playbooks:** Development of automated response scripts and manual intervention guides for incidents that require tailored handling.

- **Active Incident Response:** The SOC will offer both "Eyes on Monitor" and "Hands on Keyboard" services to accommodate varying needs and budgets. Clients can choose either or both service types based on their specific requirements and risk tolerance. The SOC will work with the client to customize the service level to ensure it aligns with the client’s operational needs and security objectives.
- **In-House Investigations:** Ability to create internal investigations based on the need of the organization (In House created without dependency on the vendor)

- **Detection and response Service Level Metrics:** The vendor should have an average detection response time of 30 minutes or less and a playbook execution of 15 minutes or less. depending on the severity and complexity of the threat (e.g. a SPAM campaign should have a quicker response than a zero-day response)

- **API Integrations:** (including but not limited to)
  - Albert IDS
  - Algosec – Firewall Analyzer
  - Change Management Flows/Approval Paths
  - Checkpoint
  - Cisco Umbrella
  - CIS-ESS
  - CrowdStrike EDR
  - Escalation Processes
  - Fortinet Firewalls
  - ITSM Integration, i.e. Kaseya, ServiceNow, Team Dynamix etc.
  - LogRhythm Products (SIEM)
  - Microsoft Defender for Identity
  - Microsoft Defender for Office
  - Microsoft Defender Online
  - Microsoft Entra ID
  - Microsoft Purview
  - MS-ISAC MDBR
  - Palo Alto Networks
  - SIEM Solutions

11. Analytics and Metrics

Analytics and metrics play a crucial role in assessing the effectiveness, efficiency, and performance of a Security Operations Center (SOC). Service provider shall be capable of leveraging advanced analytics, generating insightful metrics, and delivering customized reports aligned with industry frameworks, these include the following:

- **Customized Reports:** Reports and dashboard designed to meet the specific needs of the organization, providing actionable insights into SOC operations and security postures. Ability to create in-house custom reports and dashboards.
- **Framework Alignment:** Measurement against established cybersecurity frameworks (i.e. NIST, ISO, etc) to gauge the organization's defense capabilities and compliance with industry standards.

- **Regular Metrics Delivery:** Delivery of performance metrics and trend analysis reports.

12. Data Retention

Effective data retention practices are essential for maintaining compliance, supporting incident investigations, and facilitating operational continuity within a Security Operations Center (SOC). Provider should be capable of implementing robust data retention policies and practices. These capabilities ensure that SOC data is securely stored, accessible when needed for analysis or audit purposes, and aligned with relevant regulatory frameworks and organizational requirements. The data retention requirements as follows:

- **Retention Periods:**
  - Hot Data: 0-1 Yr
  - Warm Data: 1-2 Yrs.
  - Cold Data: 3-5 Yrs.

- **Data Storage:** Provider must supply information about the storage solution to be used for each of the retention period.

- **Framework Alignment:** Measurement against established cybersecurity frameworks to gauge the organization's defense capabilities and compliance with industry standards.

- **Retention Reviews:** Periodic review of retention policies to comply with changing regulations and best practices.

- **Regular Metrics Delivery:** Delivery of performance metrics and trend analysis reports.

13. Incident Response Retainer

Proposer is to provide the following incident response retainer requirements which include:

- Incident Response Retainer Services for 100 number of hours per year to be used as follows.
  - Computer Security Incident Response Support
  - Digital Forensics, log and malware analysis.
  - Clearly defined process for requesting retainer services with clear outline for expected response times, additional leveraged technologies or vendors.

- Incident Remediation
  - Remediation
  - Preparation of Reports, Evidence, Executive summaries & Media information releases

- Education for technical staff

- Remaining hours balance to be used in the form of:
  - Vulnerability Assessments
  - Security Program Assessments
  - Threat Diagnostic Assessments
  - Security Program transformations
  - Response Readiness
  - Tabletop Exercises
  - Training and Educational Services
  - Forensic Investigations
  - Other Technical Services

14. Contract Master License Agreement Templates

A well-defined Contract Master License Agreement (MLA) template is crucial for establishing clear terms and conditions between the Florida College System Consortium and the Managed SOC service provider. This agreement ensures alignment on service expectations, compliance requirements, and operational responsibilities, laying the foundation for a successful partnership in cybersecurity operations.

Proposer is to provide the following templates clauses:

- Contract length.
- Termination clause.
- Pricing structure.
- Data disposition/removal.
- Cyber-insurance policies.

1.4 Minimum Requirements of the Service Provider

Proposer is to provide a response to each of these requirements including providing any documentation which demonstrates the proposer's expertise, compliance with regulatory requirements, licensing and any additional considerations.

- **Minimum Years of Experience:**

Proposer is to provide their years of experience in providing SOC services.

Proposer should provide a response to the following:

- Proposer shall provide proof of track record of cybersecurity expertise and experience.

- Proposer should outline their experience in managing security incidents, implementing security controls, conducting threat intelligence, and maintaining secure IT environments.

- Proposer should explain their experience in providing cybersecurity professional services and the ability to manage complex security operations, specifically for higher educational institutions.

- **Regulatory Requirements:**

  - Proposer is to provide proof of compliance with data protection and privacy. Explain proposer's ability to adhere to adhere to laws like GDPR, CCPA, and industry-specific regulations for safeguarding sensitive data.

  - Proposer is to provide proof if any industry-specific compliance such as HIPAA, PCI-DSS, and sector-specific regulations applicable healthcare, finance, government, etc.

- **Licensing:**

  - Since the service provider will be providing service for consortium College entities throughout the State of Florida, service provide must provide proof of being able to provide the services in the State of Florida. This may include state corporate certificate or any other operating professional license that the service provider may have.

- **Additional Considerations:**

  - **Certifications and Accreditations:** Not mandatory, but if proposer possesses any certifications like ISO 27001, SOC 2, and industry-specific credentials would be beneficial to validate compliance it's compliance with industry standards. Related to providing SOC services.

- **Liability Insurance Requirements for SOC Providers:**

1. Professional Liability Insurance (Errors and Omissions):

    - Covers claims of negligence, errors, or omissions in professional services.
    - Protects against lawsuits alleging failure to meet professional standards.

2. Cyber Liability Insurance:

    - Covers expenses related to data breaches and cyber incidents.
    - Includes costs for forensic investigations, notification of affected individuals, legal fees, and regulatory fines.

3. General Liability Insurance:

    - Provides coverage for third-party claims of bodily injury, property damage, and personal injury.
    - Covers incidents occurring on business premises or due to business operations.

4. Workers' Compensation Insurance

1.5 Terms

It is anticipated that an agreement will be issued to vendor(s) as a result of this ITN for the provision of services related to the Managed Security Operations Center. It is anticipated that an agreement may be issued by contract date start on or about November 1, 2024 and will end on June 30, 2025. The College and the Consortium may renew additional periods of service which may include five (5) additional one-year terms at the College's and Consortium's discretion. Upon completion of the 5-year periods, the Consortium may opt, as per Florida Administrative Rule, to continue with the same support/service provider and negotiate the best pricing for the services for additional periods, as required.

Important to note that each member College of the Consortium may negotiate their own terms and conditions as it relates to this ITN and its participation. All terms and condition under this ITN must not be modified. Any modification to any terms and conditions by any College member of the Consortium shall be memorialized via issued Amendment and approved by the service provider and the member College of the Consortium.

2.0 The State of Florida College System (Consortium)

The State of Florida College System is a network of public community colleges and state colleges within the State of Florida. These institutions collectively form the Florida College System (FCS), which serves as the primary access point to higher education for many Floridians. Miami Dade College has been designated as the lead agency preparing the Invitation to Negotiate (ITN) and will be leading the procurement effort in competitively selecting the service provider(s) to provide the services for the Managed Security Operations Center.

MIAMI DADE COLLEGE: Miami Dade College (MDC) is a publicly supported State College which serves the populous metropolitan Miami-Dade County through various campuses and a number of off-campus centers. The campuses are North Campus, Kendall Campus, Wolfson Campus, Medical Campus, Padron Campus, Homestead Campus (including Tamiami Airport and MIA satellite locations), Hialeah Campus, West and the Carrie Meek Entrepreneurial Center. The number and locations may extend during the term of this contract.

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

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

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

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

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

3.0 Timeline

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

DATE	EVENT
7/31/2024	ITN Issuance
8/1/2024	Legal Advertisement
8/15/2024	Pre-Proposal ITN Public Meeting (Remote, via Zoom)
8/22/2024	Last date to present written questions
8/26/2024	Answers to Questions Posted
9/5/2024	Deadline for submittal of proposals (Proposals due prior to 3:00 p.m. EST)
9/6/2024	Deadline for receipt of Performance Evaluation Surveys
9/16/2024	Public Evaluation Committee Meeting (Shortlist)
9/20/2024	Presentation, Demos and Q&A Sessions (Optional)
Week of Sept. 23rd	Negotiation Meetings
9/30/2024	Best and Final Offer Submission
9/30/2024	Award Recommendation
10/15/2024	Award recommendation presented to MDC Board of Trustees
11/1/2024	Contract Commences

The above timeline may be amended as required. The pre-proposal meeting for August 15, 2024 will be announced separately via issued Addendum and communications tab thru BidNet. Evaluation Committee Meetings related to this ITN are all open to the public. All scheduled meetings will be announced with sufficient time to allow the public full access to the scheduled meetings as per State of Florida Sunshine Laws.

Meetings may be scheduled remotely via Zoom or may be scheduled at any of MDC's College Campuses physically. All scheduled meetings will be announced and posted on the College Purchasing website as well as on BidNet under the communications tab of the bid solicitation.

4.0 PROPOSAL INSTRUCTIONS

4.1 Form of Vendor Response

Proposals shall be submitted electronically to the College's Purchasing Department via BidNet. All proposals submittals must be submitted in a pdf file format and shall be one file for all the documentation that will submitted.

Prospective proposers must register with BidNet at the following link:

https://www.bidnetdirect.com/florida/miamidadecollege

Registration thru Bidnet is free and there are free and paid subscriptions.

Proposal submittals will be received through this BidNet's upload link before September 5, 2024 at 3:00pm. Proposals will be unable to be received by the College after 3:00 p.m. EST on September 5, 2024, late proposals will be not be considered and will be deemed non-responsive. The time of receipt of the proposal will be based on the time stamp provided by the BidNet uplink portal application. Proposals are to be labeled ITN#2025-RM1-01.

No physical deliveries and mail in's will be accepted, it is the sole responsibility of the Proposer to assure that the proposal is unloaded to BidNet's upload portal according to the terms of this section. No copies of the response to this ITN shall be submitted to any other office or department at the College.

Please be advised that it takes 30 minutes plus, at a minimum, to upload a bid to BidNet. Please do not attempt to upload an ITN response with less than 30 minutes of anticipation, as you will be risking that your response may not be uploaded within the required time and your bid may be deemed non-responsive. Also, note that you should allow some troubleshooting time just in case you have any difficulty in uploading your bid. Troubleshooting issues on BidNet may be addressed by calling BidNet's Support Team at 800-835-4603 option 2 if you need any assistance.

Provide one (1), all inclusive, digital pdf copy of your ITN proposal response.

4.2 Contact with College Personnel

Questions concerning this ITN shall be directed to Roman Martinez, MPA, CPPO, CPPB Group Director, Purchasing by email at rmartin9@mdc.edu and **to no other person or department at the College**. Questions and requests must be in writing and must be received no later than **August 22, 2024**, before 5:00 p.m. EST. The email should contain the following information: ITN #2025-RM1-01, company name, address, phone number, facsimile number, the requestor's name, the number of pages being faxed or attached to the email and specific questions.

Please be advised that this formal solicitation is in compliance with the "Cone of Silence" College Procedure 6600 which reads as follows:

ANY VENDOR, OR ANY PERSONS OR ENTITIES ACTING ON THE BEHALF OF ANY VENDOR, MAY NOT CONTACT THE COLLEGE PRESIDENT, ANY COLLEGE TRUSTEE, ANY EMPLOYEE OF THE COLLEGE OR ANY EMPLOYEE OF ANY COLLEGE TRUSTEE CONCERNING ANY ASPECT OF A SOLICITATION, FROM THE RELEASE OF THE SOLICITATION THROUGH THE END OF THE 72-HOUR PERIOD, AS PROVIDED FOR IN SECTION 120.57(3), FLA. STAT., FOLLOWING THE ACTION ON THE RECOMMENDED AWARD BY THE COLLEGE'S DISTRICT BOARD OF TRUSTEES.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED FOR BY THE SOLICITATION, ALL COMMUNICATIONS TO THE COLLEGE CONCERNING ANY ASPECT OF THE SOLICITATION DURING THE FOREGOING TIME PERIOD MUST BE MADE IN WRITING AND ONLY TO THE COLLEGE'S ASSIGNED PURCHASING DEPARTMENT OFFICER OR THE COLLEGE'S OFFICE OF LEGAL AFFAIRS. IT IS THE RESPONSIBILITY OF THE VENDOR TO ADVISE ANY PERSON OR ENTITY AUTHORIZED TO ACT ON ITS BEHALF OF THIS REQUIREMENT. A VIOLATION OF THIS PROVISION SHALL BE GROUNDS FOR REJECTING A RESPONSE.

THIS PROVISION SHALL BE REFERRED TO AS THE "CONE OF SILENCE".

4.3 Rules, Regulations, and Requirement

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

4.4 Change of Proposal

Should a Proposer desire to change their proposal, the Proposer must do so in writing. Any request for changes must be received prior to the date and hour of the proposal submission deadline. The Proposer name and the ITN#2025-RM1-01 must appear on the envelope.

4.5 Withdrawal of Proposal

A proposal may be withdrawn prior to proposal submission date of September 5, 2024. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days after the date of the proposal opening, to provide the proposed services.

4.6 Modifications of Proposal

No unsolicited modifications to proposals will be permitted after the proposal submission deadline of September 5, 2024.

4.7 Proposer's Acknowledgement to all Terms and Conditions of this ITN

Proposer shall acknowledge all terms and conditions included in this ITN solicitation. Proposer understands these terms and conditions will be required of the selected vendor(s) and incorporated into the contract awarded as a result of this solicitation. Any requested waivers or changes by the proposer to the terms and conditions must be submitted in writing no later than 7 calendar days after posting and sent to the attention of Roman Martinez, Purchasing Director at rmartin9@mdc.edu

The College will provide its response within 10 calendar days of the submission deadline.

5.0 EVALUATION PROCESS

5.1 Evaluation Committee Meetings

An Evaluation Committee ("the Committee") will review all responsive and responsible proposals and will make a recommendation of award to the College President. The recommendation of the Evaluation Committee will be based on an evaluation of the proposals submitted based on the criteria outlined in **Section 5.4**.

The President will review the recommendation by the committee, and as result of the President's review and due diligence, the President or Provost will provide the final recommendation of award to the College's Board of Trustees.

The Evaluation Committee has the option to rank all proposers and determine a shortlist of finalists as part of this ITN procurement process. Shortlist proposers may be invited to provide a presentation to the evaluation committee. The committee has the prerogative to shortlist again and determine the finalists that will move to negotiation.

Upon completion of any negotiations, the finalists will be requested to submit a "Best and Final Offer" (BAFO) which will incorporate the total cost of the SOC services. The Evaluation Committee may convene a final time for final award recommendation.

5.2 Evaluation Committee Contact

Contacting members of the Evaluation Committee will result in disqualification of the ITN proposer. All communications related to this ITN must be provided thru Roman Martinez, MPA, CPPO, CPPB, Purchasing Director at rmartin9@mdc.edu The Purchasing Department will determine whether an addendum should be issued as a result of any questions or other matters that are raised. If issued, the addendum will be incorporated into the ITN and will become part of the final negotiated agreement with awarded proposer.

5.3 ITN Evaluation Process

Upon the Purchasing Department reviewing all proposals received by the College, as a result of this ITN, and upon determination that the proposals received are responsive, proposals will be provided to the Committee for their review.

A preliminary public Evaluation Committee meeting will be scheduled whereby the Committee will discuss each proposal and may rank proposers based on the Evaluation Criteria found on Section 5.4. As a result of this meeting, the Committee has the prerogative to rank the proposers and may determine a shortlist of finalists.

Finalists may be invited to presentations, demos and Q& A sessions. Since pricing is a factor in the valuation of proposals, the Committee may also negotiate with

each finalist. Negotiations is the prerogative of the committee, and the committee may determine the finalist(s) they negotiate with.

Upon completion of all presentations and Q&A sessions and negotiations with the finalists, the Committee may request a "Best and Final offer" (BAFO) to be submitted to the College. The Evaluation Committee will review the "BAFO's" and a final meeting may be scheduled for the final recommendation of award by the Committee.

Please note the evaluation committee may receive feedback and support from Subject Matter Experts (SME's) in the areas of IT, Legal Affairs, Purchasing, and Business Affairs and some others as deemed necessary. The SME's will provide feedback to the Evaluation Committee as needed. SME's are none voting, they are support facilitators of the ITN process that will only provide feedback to the committee as per the functionality of the proposed product.

5.4 Selection Criteria

In the evaluation of the responses to this ITN and in making a recommendation for award, the Evaluation Committee will consider a number of factors. These factors will include, but may not be limited to, the criteria as listed in this section. Information submitted in response to the Scope of Work, Section 1.2, Section 6.0, and agreement with all General Terms and Conditions on Section 7, as well as information obtained from references and/or interviews with the Proposers (if required) will be used during the evaluation process.

The Evaluation Criteria are comprised of nine (9) items which facilitate the evaluation process and provide the Evaluation Committee with a method to score each proposal received as part of this solicitation process. Weighted numerical scores are assigned to each criterion based on each Proposer's response to the proposal requirements as outlined in this solicitation. The identified points for each criterion is the maximum score allowed for each criterion item. The Evaluation Committee will utilize a scale from 0 – 5 with 0 indicating the lowest and 5 indicating the highest score. The table below depicting the scoring scale will be utilized by the Evaluation Committee:

Scoring Scale	
Score	Competency
5	**Significantly exceeds** requirements; achievable; applies best practices; clearly and concisely presented; logically organized; well-integrated.
4	**Somewhat exceeds** requirements; achievable; applies best practices; clearly and concisely presented; logically organized; well-integrated.
3	**Meets requirements**; achievable; suitable; acceptably presented; organized; integrated

2	**Somewhat less** than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganized; somewhat integrated
1	**Significantly less** than requirements; not fully achievable, suitable or addressed
0	**Not addressed** or failed to answer question appropriately

Evaluation Criteria	**Points**
1. Service Coverage and Features	15
2. Technical Expertise and Qualifications	15
3. Compliance and Reporting	10
4. Technical and Security	10
5. Integration and Scalability	10
6. Viability of the Service Provider	10
7. Performance Evaluations (References)	10
8. Cost and Value	20
Total	**100**
Finalist(s) Presentation, Q&A Session	20
Total Maximum Points	**120**

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

5.5 Acceptance/Rejection of Proposals

The College may, at its sole and absolute discretion, reject any and all proposals; re-advertise this ITN; postpone or cancel this ITN process at any time; or waive any minor irregularities in the ITN or in the proposals received as a result of this ITN. Also, the determination of the criteria and process whereby proposals are evaluated, the decision as to a recommendation for the award, or whether or not an award shall ever be made as a result of this ITN, shall be at the sole and absolute discretion of the College. In no event will any successful challenger of these determinations or decisions be automatically entitled to a contract for the services

described in the ITN. The submittal of a proposal will be considered by the College as constituting an offer by the Proposer to perform the required service at the stated fees.

5.6 Protest of Intended Decision

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

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

5.7 Contract Requirement

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

5.8 Public Record

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

If a Proposer submits any documents or other information to the College which the Proposer claims is confidential information and exempt from Florida Statutes Chapter 119.07 ("Pubic Records Law"), the Proposer shall clearly designate that it is confidential information and that it is asserting that the document or

information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07.

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

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

5.9 Option to extend ITN and Agreement to other governmental entities

Included as part of this ITN solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s), if agreeable by the bidder and the government agency. Each agency interested in utilizing this RFP and subsequent agreement

must verify that they are allowed by state statute, or entity policy and procedure that they have vested authority to be able to utilize this ITN and subsequent issued agreement.

Other government agencies to include, but are not limited to, the State of Florida, its agencies, political subdivisions, counties, and cities. All government agencies allowed by the vendor to use this contract shall do so independent of any other governmental entity.

Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted by such agency. Each agency that utilizes this ITN and subsequent issued agreement should provide a section via issued Amendment within their agreement that provides all the terms and conditions for the user agency.

6.0 REQUESTED INFORMATION

6.1 Requested Forms to Submit with Proposal Response

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

6.1.1 Proposal Cover Sheet

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

Label this Response to Section 6.1.1

6.1.2 Addendum Acknowledgement

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

Label this Response to Section 6.1.2

6.1.3 Non-Collusion Affidavit

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

Label this Response to Section 6.1.3

6.1.4 Conflict of Interest Form

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

Label this Response to Section 6.1.4

6.1.5 Non-Discrimination in Employment Form.

Proposer is to complete all requested information on the Non-Discrimination in Employment Form.

Label this Response to Section 6.1.5

6.1.6 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any entity, and may not transact business with any public entity in excess of $15,000 for a period of 36 months from the date of being placed on the convicted vendor list as per State of Florida Statute 287-133(2)(a). The contractor's proposal must contain a statement acknowledging that the Contractor and the proposal are in compliance with State of Florida Statute 287-133(2)(a) and the intent of the statute.

Label this Response to Section 6.1.6

6.2 Executive Summary

Proposer is to provide an Executive Summary that provides detailed information on how they would establish the Managed Security Operations Center and how will only with Miami Dade College but many of the State College's in the State of Florida. Proposer may provide recent projects that have been provided, preferably for large scale institutional/educational entities.

Label this Response to Section 6.2

6.3 Company Information

In order to evaluate the abilities of the Proposer to perform the services requested, information about each Company is requested to be submitted to assist the

evaluation committee in determining the Company's ability to meet the criteria s outlined on Section 5.4, which are to be considered in the award of this ITN. This section identifies specific information that is requested to be submitted in the proposal response.

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

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

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

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

D. Current number of employees.

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

Label this Response to Section 6.3

6.4 Proposed Project Personnel

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

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

B. The role of the individual on the project.

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

D. The amount of the individual’s time dedicated to projects for MDC, e.g., 50% level of effort.

E. Proposed work location for each individual.

Label this Response to Section 6.4

6.5 Subcontractors (If applicable)

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

Label this Response to Section 6.5

6.6 References and Performance Evaluation Surveys

All Proposers providing a response to this ITN are to provide a minimum of five (5), up to a maximum of eight (8), higher education or similar references whereby the proposer provided SOC Services. Proposers is to acknowledge that references may be contacted with regard to performance of the Proposer for previous services as discussed in the scope of this ITN. Please include the following information for each submitted reference:

- Client's Name
- Client's Address
- Client Contact Person
- Clients Contact Phone Number
- Clients Contact e-mail
- Identify if client is presently being serviced or is it a past client
- Provide a Summary of the Services being provided to this Client

Additionally, for each reference listed, please provide your present or past clients with the Performance Evaluation Letter and Survey attached herein on **pages 55 & 56** and request that your client submit the completed survey (page 42) to Roman Martinez, Group Director - Purchasing to his e-mail at rmartin9@mdc.edu

Final date for the receipt of Performance Surveys in the Purchasing Department is end of business day on **September 6, 2024**, any survey submitted after this date will not be evaluated or considered.

In addition to the above, please provide a list of those clients you have contacted and that will be sending the Performance Evaluation Surveys to the College. Please use the Client Reference form on page **57** to list your client contacts and submit this form as part of your proposal.

Label this Response to Section 6.6

6.7 Price Proposal Structure

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

Submit detailed breakdown of cost proposals including software licenses, implementation costs, training, support, and any non-labor expenses, such as travel and incidentals, necessary to accomplish the tasks and complete the contract. Any contract awarded as a result of this solicitation will be all-cost inclusive; no additional monies will be paid for items excluded from the proposal.

The cost proposal should align costs with service components and be transparent to MDC. Although proposer will provide a lump sum cost for the system solution. MDC reserves the right to negotiate the final price with respondents to this ITN. Negotiation will occur with the finalists, and subsequently request a BAFO to be submitted by all finalists. Proposers are to submit the Price Proposal form on Section 7 with their submittal.

Label this Response to Section 6.7 & 7.0

6.8 Small/Local Business Enterprise

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

Label this part of the proposal Response to Section 6.8

6.9 Florida Department of Education (FLDOE), Equity and Civil Rights Compliance

Miami Dade College is an equal access/equal opportunity institution which does not discriminate on the basis of sex, race, color, marital status, age, religion, national origin, disability, veteran's status, ethnicity, pregnancy, sexual orientation or genetic information. Additional information may be obtained by contacting the College's Equity Officer: Dr. Joy C. Ruff, Director, Office of Equal Opportunity Programs/ADA Coordinator/Title IX Coordinator, at (305) 237-2577 (Voice) or 711 (Relay Service). 11011 SW 104 St., Room 1102-2; Miami, FL 33176. jruff@mdc.edu

As a service provider to Miami Dade College, proposer is to provide a statement that they, like Miami Dade College, will be in compliance with this this section as they provide the contract services to Miami Dade College.

Label this Response to Section 6.9

6.10 Legal Issues

The Proposer must indicate if there are any:

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

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

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

Label this Response to Section 6.10

6.11 Indemnification Agreement

The Contractor shall indemnify and hold harmless the College, its District Board of Trustees, officers, employees, agents, and other representative, individually and collectively (collectively, the "College Indemnities") from and against any and all Liabilities incurred by any of the College Indemnities. For purposes hereof, Liabilities shall mean, but are not limited to, any losses, damages (including loss

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

The Contractor must acknowledge acceptance of the Indemnification Agreement.

Label this acceptance Response to Section 6.11

6.12 Request to Waive Requirement

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

Label this Response to Section 6.12

7. PRICE PROPOSAL

Proposer is to provide cost associated with each line listed below.

1. Initial Fees

Initial Security Assessment: $_____

Setup and Implementation: $_____

2. Monthly Recurring Charges
Base Fee: $_____per month

Monitoring and Incident Response:
Large College System: $_____ per endpoint/server/device per month

3. Additional Services
Advanced Threat Detection: $_____ to $_____ per month

Threat Intelligence: $_____- $_____per month

Incident Response and Forensics: $_____ per hour
(or a retainer of $_____ - $_____ per month)

Compliance and Reporting: $_____- $_____ per month

Vulnerability Management: $_____ - $_____per quarter

4. Custom Add-Ons

Security Awareness Training: $_____ - $_____per session

Managed Detection and Response (MDR): $_____ - $_____ per month

24/7 Support: $_____ - $_____per month

5. Discounts and Packages

Volume Discounts: _____% off for large volume or long-term contracts

Bundled Services:_____% discount on bundled services

6. Other:_____

8.0 GENERAL TERMS AND CONDITIONS

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

8.1 Contract

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

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

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

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

8.1.1 Insurance

The Contractor agrees to maintain the following insurance throughout the term of the contract:

A. Comprehensive General Liability Insurance, with minimum limits of liability of $1,000,000 per occurrence and policy endorsed to include the District Board of Trustees of Miami Dade College, Florida as an Additional Insured; and

B. Professional/ Cyber Liability Insurance, with minimum limits of liability of $1,000,000 per occurrence; Network Security / Privacy Liability –$1,000,000 and Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate, including:

(1) Information Security/Cyber Liability Insurance covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands and any other payments related to electronic or physical security,

breaches of confidentiality and invasion of or breaches of privacy; and

(2) Information Security/Cyber Liability Insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

If coverage is written on a "claims-made" basis, it shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

8.2 Modification of the Contract

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

8.3 Assignment of the Contract

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

8.4 Paragraph Headings

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

8.5 Applicable Law

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

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

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

8.6 Contractor's Relationship to the College

7.6.1 Contractor as Independent Contractor

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

8.6.2 College Representative(s)

Unless provided elsewhere in the contract, the College may authorize representative(s) to act on behalf of the College on all matters relating to

the contract and/or services being performed hereunder. The representative(s) shall decide all issues which may arise as to the quantity, character and quality of services performed or to be performed pursuant to the contract.

8.7 Termination

Nothing contained in this ITN or subsequent contract issued as a result of this ITN shall prevent the College from pursuing any other remedies at law or in equity that the College may have against the Contractor.

8.7.1 Termination without Cause

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

8.7.2 Termination for Cause

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

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

The College shall provide notice of termination in writing. The date of termination shall be stated in the notice. The College shall be sole judge of non-performance and has the right to exclude the Contractor, subject to applicable Laws, from responding to future invitations to proposal/bid for a period of time to be determined the College.

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

8.7.3 Suspension

The College shall also have the right to suspend the contract upon written notice to the Contractor. Such written notice shall state the reasons for suspension and allow for a period of ten (10) days during which the

Contractor shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the College. If, in the opinion of the College, the Contractor remains in violation of the contract at the completion of the ten (10) day suspension period, the College shall have the right to terminate this contract whereupon all obligations of the College to the Contractor shall cease.

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

8.7.4 Default

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

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

8.7.5 Non-Appropriations

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

8.8 Specification Deviations

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

8.9 Publicity Release

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

8.10 Contract Terms

The agreement may commence on or about November 1, 2024. The contract will will be subject to cancellation by mutual agreement of both parties in writing. The Contractor may cancel this Agreement by written notice to the College sixty (60) days prior to the effective date of such cancellation.

8.11 Invoicing for Services

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

8.12 Bankruptcy

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

8.13 Official Notices

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

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

With Copies to:

Javier A. Ley-Soto, Esq., College General Counsel,
Miami Dade College, Wolfson Campus
300 N.E. 2nd Avenue, Room 1453
Miami, FL 33132
Telephone: (305) 237-3694
Email: jleysoto@mdc.edu

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

SECTION

9.0

FORMS

The forms that follow are requested to be submitted with the proposer's response to this ITN. In the event proposer does not include all requested forms in its submission, the College reserves the right, in its sole discretion, to request submission of any/all forms from proposer. The College will provide a period for such requested information to be submitted to the College's Purchasing Department. If the requested information is not submitted by the date and time allotted by the College, then the proposer's submittal may be deemed "Non-Responsive" and may receive no consideration under this ITN procurement process.

MIAMI DADE COLLEGE
ITN # 2025-RM1-01

DISTRICT ADMINISTRATION - PURCHASING DEPARTMENT
11011 S.W. 104 STREET, MIAMI, FL 33176 PHONE (305) 237-2402

9.1 PROPOSAL COVER SHEET

INVITATION TO NEGOTIATE (ITN) # 2025-RM1-01
Managed Security Operations Center Services for the Florida College System Consortium

Proposals are to be submitted electronically thru BidNet to the College's and will be accepted Department until 3:00 P.M. EST on **September 5, 2024**.

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

LEGAL NAME OF PROPOSER(S) _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

E-MAIL CONTACT: _____

FEDERAL EMPLOYEE IDENTIFICATION (FEIN) NUMBER _____

BY: SIGNATURE (Manual): _____

BY: SIGNATURE (Typed): _____

TITLE: _____

Alternate Contact: Please provide an alternate contact person in addition to the person listed above.

Name _____ Phone _____ Email _____

9.2 ACKOWLEDGEMENT OF ADDENDA

INVITATION TO NEGOTIATE (ITN) # 2025-RM1-01
Managed Security Operations Center Services for the Florida College System Consortium

I acknowledge that I have received the following Addendum:

Addendum No._____, Dated_____

Addendum No._____, Dated_____

Addendum No._____, Dated_____

Addendum No._____, Dated_____

Addendum No._____, Dated_____

Addendum No._____, Dated_____

Addendum No._____, Dated_____

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

9.3 NON-COLLUSION AFFIDAVIT

INVITATION TO NEGOTIATE (ITN) # 2025-RM1-01
Managed Security Operations Center Services for the Florida College System Consortium

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

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

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

Signature _____

Company Name _____

Date _____

_____
Subscribed and sworn to before me this

_____ day of _____, 2024.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

9.4 CONFLICT OF INTEREST FORM

INVITATION TO NEGOTIATE (ITN) # 2025-RM1-01
Managed Security Operations Center Services for the Florida College System Consortium

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

Signature _____

Company Name _____

Date _____

_____

Subscribed and sworn to before me this

_____ day of _____, 2024.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

9.5 NON-DISCRIMINATION IN EMPLOYMENT FORM

INVITATION TO NEGOTIATE (ITN) # 2025-RM1-01
Managed Security Operations Center Services for the Florida College System Consortium

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

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

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

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

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

"(3) The Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative

of the Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The Proposer will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

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

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

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

Legal Name of Proposer:_____

By: _____
Signature (Manual)

By: _____
Name (Typed)

Date:_____

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

INVITATION TO NEGOTIATE (ITN) # 2025-RM1-01
Managed Security Operations Center Services for the Florida College System Consortium

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

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

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

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

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

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

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

   An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or against who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

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

_____

[Signature]

Sworn to and subscribed before me this _____ day of _____, 2024_____ personally known _____ OR produced identification_____.

Notary Public – State of _____

My commission expires _____

(Type of Identification)
_____

(Printed typed or stamped commission name of notary public.)

9.7 AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER 448.095, FLORIDA STATUTES

INVITATION TO NEGOTIATE (ITN) # 2025-RM1-01
Managed Security Operations Center Services for the Florida College System Consortium

In compliance with section 2(b)(1) of 448.095, Florida Statutes,

Name of Entity

hereby affirms that it does not employ, contract with, or subcontract with an unauthorized alien.

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Name of Entity	Date

Address of Entity	State	Zip Code

Notary Public Information

Notary Public State of_____County of

Subscribed and sworn to (or affirmed) before me this_____day of 20____

By_____

He or she is personally known to me □ or has produced identification □

Type of identification produced

Signature of Notary Public	Serial Number

Print or Stamp of Notary Public	Expiration Date	Notary Public Seal

9.8 The District Board of Trustees of Miami Dade College, Florida Required Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: _____

Contractor FEIN: _____

Contractor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The District Board of Trustees of Miami Dade College, Florida, is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of the Contractor, I certify that the Contractor identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

9.9 Performance Evaluation Surveys

Date:

To:

Phone:
Fax:
E-mail:

Subject: Performance Evaluation of _____
Number of pages including cover: 2

To Whom It May Concern:

Miami Dade College has implemented a process that collects past performance information on various Consultants that perform support services for the College. The information will be used to assist the Evaluation Committee as well as the Administration in the evaluation of the Consultant which provided services to your agency of company.

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

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to Roman Martinez by **September 6, 2024, or earlier** to the following e-mail at rmartin9@mdc.edu

Thank you for your time and effort.

Roman Martinez, MPA, CPPO, CPPB
Group Director – Purchasing

MIAMI DADE COLLEGE
ITN# 2025-RM1-01

9.9 PERFORMANCE EVALUATION SURVEY

Reference is for: (Company Name): _____ _____

Point of Contact: _____

Phone and e-mail:_____

Company/Client's Name providing the reference:_____

Individual providing the reference:_____

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

Date of Services: _____

How many contracts does your organization prepare and issue annually:
_____

Please list all 3rd party applications interface with the product:

_____

Please evaluate the performance of the product/service (10 means that you deem them the most favorable ranking and have no questions about acquiring the product/service again, 5 is mid-level favorability as to performance and 1 is if you would never acquire the product/service again because of very poor performance).

NO	CRITERIA	UNIT	
1	Experience of the service provider as to the SOC Services	(1-10)	
2	Responsiveness of the SOC team in the event of a security incident?	(1-10)	
3	How do you rate the quality and timeliness of the reports and alerts you receive?	(1-10)	
4	How do you rate the communication efforts of the SOC team	(1-10)	
5	Satisfaction as to support and guidance of the SOC team	(1-10)	
6	**Overall customer satisfaction, including customer service** (Your opinion in hiring this VENDOR again based on their performance on services provided to your company previously.	(1-10)	

Overall Comments:_____

PLEASE E-MAIL THIS QUESTIONNAIRE TO ROMAN MARTINEZ AT
rmartin9@mdc.edu
By or Before 9/6/2024 by 5:00pm

MIAMI DADE COLLEGE
ITN# 2025-RM1-01

(Proposer to submit this form with their proposal submission)

PERFORMANCE EVALUATION SURVEYS FOR_____

LIST OF CLIENTS CONTACTED TO SUBMIT EVALUATION SURVEYS				
COMPANY NAME	PHONE NUMBER	EMAIL CONTACT	SERVICE DATE(S)	COST OF SERVICES