

**ISSUING DEPARTMENT INPUT DOCUMENT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. N/A  
 Contract  
 Re-Bid   
  Other – Access of Other Entity Contract   
 LIVING WAGE APPLIES:  YES  NO  
 Requisition No./Project No.: RQID2100177   
 TERM OF CONTRACT 3 YEAR(S) WITH 3 ONE (1) YEAR(S) OTR

Requisition /Project Title: Diversity, Equity and Inclusion Awareness Training, Maintenance and Support Services

Description:  
 The purpose of this solicitation is to establish a contract for the purchase of a Diversity, Equity, and Inclusion Awareness E-learning Solution with maintenance and support services in conjunction with Miami-Dade County’s needs. The County does not currently have an e-learning platform to deliver Diversity, Equity, and Inclusion Awareness training for employees . The County is seeking competitive offers for a hosted, online Solution.

Issuing Department: HR   
 Contact Person: Juliana Manjarres   
 Phone: 375-3065  
 Estimate Cost: \$200,000  
 Funding Source: GENERAL    FEDERAL    OTHER

**ANALYSIS**

**Commodity Codes:**    20554    \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_  
 Contract/Project History of previous purchases three (3) years  
 Check here  if this is a new contract/purchase with no previous history.

	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>
<b>Contractor:</b>	_____	_____	_____
<b>Small Business Enterprise:</b>	_____	_____	_____
<b>Contract Value:</b>	_____	_____	_____
<b>Comments:</b>	_____		

Continued on another page (s):     YES     NO

**RECOMMENDATIONS**

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>	_____	_____	_____	_____
<b>Basis of Recommendation:</b> _____				
Signed: <u>Juliana Manjarres</u>		Date sent to SBD: <u>7/16/2021</u>		
		Date returned to SPD: _____		

## SECTION 2 - SPECIAL TERMS AND CONDITIONS

### 2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of a Diversity, Equity, and Inclusion Awareness E-learning Solution ("Solution") with maintenance and support services in conjunction with Miami-Dade County's (County) needs. The County does not currently have an e-learning platform to deliver Diversity, Equity, and Inclusion Awareness training for employees. The County is seeking competitive offers for a hosted, online Solution.

### 2.2 TERM OF CONTRACT:

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Procurement Management Division. The contract shall remain in effect for three (3) years. The contract shall expire on the last day of the last month of the contract term.

### 2.3 OPTION TO RENEW

The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for three (3) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

### 2.4 METHOD OF AWARD

Award of this contract will be made to the responsive, responsible Bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If an Awarded Bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single Awarded Bidder.

If the Awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Awarded Bidder may be deemed in default of the contract.

### 2.5 PRICES

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

### 2.6 METHOD OF PAYMENT

All invoices shall be submitted within the time period required and shall include, at the minimum, the following information:

- A) Name and address of the requesting agency being billed;
- B) Vendor name, remittance address and telephone number;
- C) Products(s) and/or service(s) purchased listed separately including the amount for each individual charge;

- D) Federal taxpayer identification number;
- E) Invoice period, invoice date, invoice number and amount due, and;
- F) PO number(s) being billed.

Invoices submitted without the required information will not be processed until the required information is provided.

**2.7 WARRANTY REQUIREMENTS: NEW LICENSE PURCHASES**

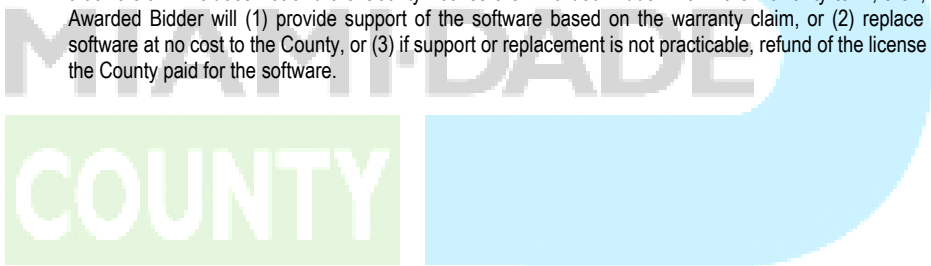
**A. Type of Standard Warranty Coverage Required**

The Awarded Bidder shall supply a copy of the manufacturer's and/or reseller's certificates of warranty at the time an order is issued. The warranty certificates shall provide a comprehensive liability of all components which are covered under the standard warranty. Under no circumstances shall the County accept a standard warranty period of less than one (1) year from the date of acceptance of the software, regardless of whether the Awarded Bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the Awarded Bidder does not constitute a waiver of these warranty provisions.

**B. Correcting Defects Covered Under the Standard Warranty**

The Awarded Bidder warrants that each version of the Software will perform substantially as described in the applicable product documentation for a minimum of one (1) year from the date the County is first licensed for that version. If it does not and the County notifies the Awarded Bidder within the warranty term, then, the Awarded Bidder will (1) provide support of the software based on the warranty claim, or (2) replace the software at no cost to the County, or (3) if support or replacement is not practicable, refund of the license fee the County paid for the software.

**Commented [MJ(1):** This language was used for the Security Awareness contract, please update accordingly, if necessary.



### **SECTION 3 – TECHNICAL SPECIFICATION**

#### **3.1 e-LEARNING SOLUTION, SYSTEM, SOFTWARE AND CONTENT:**

##### System Requirements

- 3.1.1 The eLearning Solution must be hosted in the cloud and support Single Sign-On (SSO) for County users to utilize Microsoft Credentials to access the courses and test results.
- 3.1.2 The applications must be accessible to any County user through a variety of internet browsers – Internet Explorer and Chrome at the very least.
- 3.1.3 The Awarded Bidder's system uptime must be  $\geq 99.9\%$ .
- 3.1.4 Other system requirements:
  - 3.1.4.1 Be SCORM compliant.
  - 3.1.4.2 Ability for users to pause and save course progress and resume from pause point when restarting module.
  - 3.1.4.3 Ability to provide Self-Registration for temporary, contractor or non-County employees.
  - 3.1.4.4 Ability to easily publish Miami-Dade County internally developed SCORM compliant content.
  - 3.1.4.5 Ability to host up to six (6) additional internally developed SCORM compliant courses for 30,000 employees.
  - 3.1.4.6 Capability of analytical reporting to interface with the County's current COGNOS environment.
  - 3.1.4.7 Provide administrative access for course development, report generation, and system configuration
  - 3.1.4.8 Ability to customize any Diversity, Equity, and Inclusion Training Awareness Course for specific audiences and roles.
  - 3.1.4.9 Ability to assign courses by audience, role or individual
  - 3.1.4.10 Cloud hosting environment compliant with SOC-2 requirements.
  - 3.1.4.11 Provide integration with additional systems for recording course completion and results (e.g. API, secure CSV file transfer, electronic system-to-system file exchange).
  - 3.1.4.12 Ability to interface with PeopleSoft eLearning module on premise or cloud base eLearning management system.
  - 3.1.4.13 Ability to print certificates after completion of course.
- 3.1.5 The eLearning Solution shall include the following customization options:
  - 3.1.5.1 Inclusion of County logo in the top left corner of player window.
  - 3.1.5.2 Inclusion of County logo / branding in the introduction page of each course.
  - 3.1.5.3 Link County anti-discrimination policy within the course, prior to the page where students must select to comply or not comply with the policy (Acceptance of Policy).
  - 3.1.5.4 Removal of pages, quiz questions and exam questions.

- 3.1.5.5 Changing number of available exam questions per attempt and total number of exam attempts prior to failure.
- 3.1.5.6 Setting the exam passing percentage, as required.
- 3.1.5.7 Interactive exercises throughout the training curriculum
- 3.1.5.8 Separate pre-test and post-test assessments
- 3.1.5.9 Randomly varied presentation of assessment questions, and item-specific feedback on correct and incorrect answers.
- 3.1.5.10 Add and edit quiz and exam questions
- 3.1.5.11 Removal of audio (Voice Over).
- 3.1.5.12 Maintenance of customized and branded student portal.
- 3.1.5.13 Modification of text and audio (Voice Over)
- 3.1.5.14 Modification of graphics
- 3.1.5.15 Creation of new pages (Graphics, Text, Voice Over).
- 3.1.5.16 Creation of new quiz and exam questions.
- 3.1.5.17 Creation of new glossary entries.
- 3.1.5.18 Ability to provide internal marketing of the program.

**3.2 SOFTWARE LICENSES**

Awarded Bidder shall provide the County the following:

- 3.2.1 Unlimited Site License for all courses – Security Awareness Library and Hosting on LMS. The types of Licenses for the Diversity, Equity, and Inclusion Awareness Library Software shall include the following:

Item Number	Security Awareness Library Course Title	Format	Licenses
1	Preventing Discrimination and Harassment for Employees Training	HTML5	30,000
2	Preventing Discrimination and Harassment for Managers Training	HTML5	12,000
3	Equity and Inclusion Training	Digital	30,000

**3.3 CONTENT REQUIRMENTS**

- 3.3.1 The Awarded Bidder shall provide content that is engaging and interactive, utilizing a variety of instructional approaches.
- 3.3.2 The content must utilize a basic vocabulary and communicate effectively to all staff at all levels.
- 3.3.3 The Awarded Bidder shall keep the course content current and refreshed on an annual basis.

- 3.3.4 Each course shall include testing and then a certificate upon completion of the course with a satisfactory score and each certificate shall include a unique identifier (such as Certificate ID) that can be tied to each individual user.
- 3.3.5 Supervisory courses shall focus additionally on liabilities and the strategies, tactics, and tools to ensure management success in the administration and implementation of fair employment practices. Prevention techniques offered shall be proactive, preventative and practical.
- 3.3.6 Content must have functionality to navigate back and forth through the training course and allow users to stop and pick up where they left off. The majority of lessons should be no more than 120 minutes in length.
- 3.3.7 Content must also include classroom training materials for the curriculum, including one master set of participant manuals, instructor notes, handouts, case studies, PowerPoint presentation, and a certificate of completion template to include the educational institution's logo or seal in a editable electronic format, e.g. Microsoft Word/PowerPoint (Miami-Dade County shall be responsible for the reproduction of the classroom training materials and all associated costs).
- 3.3.8 The Awarded Bidder's courses shall meet the following minimum standards:
  - 3.3.8.1 Shareable Content Object Reference Model (SCORM) compliant
  - 3.3.8.2 Compliant with Americans with Disability Act (ADA) and Web Accessibility Initiative (WAI-AAA) that provides capability for people with disability to take the course and complete the test.
  - 3.3.8.3 Able to be branded for the County
  - 3.3.8.4 Ability to include County specific language and County administrative and implementing orders and policies
- 3.3.9 At a minimum, course content must address the following Diversity, Equity, and Inclusion Awareness topics:
  - 3.3.9.1 General Discrimination
  - 3.3.9.2 General Unlawful Harassment
  - 3.3.9.3 Sexual Harassment
  - 3.3.9.4 Unlawful Retaliation
  - 3.3.9.5 Disability Discrimination/harassment
  - 3.3.9.6 Religious Discrimination/harassment
  - 3.3.9.7 LGBTQ+ Discrimination/harassment
  - 3.3.9.8 Unconscious Bias
  - 3.3.9.9 Racial Bias
  - 3.3.9.10 Civility and Respect

- 3.3.9.11 Equity and Inclusion
- 3.3.9.12 Multigenerational workforce
- 3.3.9.13 Recognizing and responding to microaggressions
- 3.3.10 Subscription to service shall also include monthly newsletters with current up-to-date topics.
  - 3.3.10.1 The County prefers newsletters that are newly created each month as opposed to pre-made “canned” newsletters, which may not include up-to-date information.

### 3.4 **REPORTING REQUIREMENTS**

- 3.4.1 The system shall generate reports compatible with Microsoft Excel 2007 and newer.
- 3.4.2 Reporting features shall include the ability to see who viewed each specific course, whether they completed the course or not, their department, their scores and how many attempts it took them to complete the course with a passing grade.

### 3.5 **DATA REQUIREMENTS**

- 3.5.1 All data collected and data transferred shall be encrypted and secured from unauthorized access (e.g. SSL encryption).
- 3.5.1 The County must maintain ownership of all data, databases and derived data products created, collected, manipulated or directly purchased as part of this contract.
- 3.5.2 ITD is the custodian of the County's data and shall determine the use, access, distribution and other conditions based on the pertinent County statutes and regulations.
- 3.5.3 Prior to termination of this contract, the Awarded Bidder shall transmit and return to the County all County data, databases and derived data products created, collected or manipulated as part of this contract, including all archived backups.
- 3.5.4 County data may not be sold to or accessed by any third-party without the County's consent. If the contract is canceled or not renewed, the Awarded Bidder must provide a copy of all data according to the specifications of the County at that time.

### 3.6 **MAINTENANCE AND SUPPORT SERVICES**

- 3.6.1 Support shall be inclusive of annual course content updates reflecting new legislative, regulatory, and subject matter developments and customizations as described in Section 3.1.5 to rebrand new courses and transfer any customizations from the previous year.
- 3.6.1 Awarded Bidder shall provide support services during Business Hours, consisting from 8 AM to 5 PM, Monday through Friday, except on Federal Holidays.
- 3.6.2 Awarded Bidder shall provide a “subject matter expert” available for technical assistance regarding course material.
- 3.6.3 Awarded Bidder shall provide staffing and resources to fully supply the following services:
  - 3.6.3.1 Help Desk Services

3.6.3.2 County employees are directed to County technical support personnel, who shall escalate issues, as needed.

3.6.3.3 County technical support personnel shall create support requests online via website, Awarded Bidder portal or email.

3.6.3.3.1 Help Desk requests must be acknowledged within one (1) hour during normal business hours.

3.6.3.3.2 Help Desk requests during off hours, weekends and Federal Holidays will be acknowledged within 24 hours of resumption of normal business hours.

3.6.3.3.3 Help Desk request updates shall be provided every 24 hours until the issue is resolved.

#### 3.6.4 Account Management Services

3.6.4.1 The County will provide the Awarded Bidder a list of County employees and contractors for the creation, deletion or modification of user accounts.

#### 3.6.5 Technical Support Services

3.6.5.1 Pre-launch support and testing

### 3.7 **BACKUP AND DISASTER RECOVERY SERVICES**

3.7.1 Backups – The Awarded Bidder shall:

3.7.1.1 Perform backups of the web server on a regular basis to safeguard against data loss. This shall include daily incremental backups and full weekly backups of all volumes of servers.

3.7.1.2 Retain daily backups for one month and weekly backups for two years on online storage.

3.7.1.3 Archive weekly backups to off-line storage media and retain for the life of the Contract. The Awarded Bidder shall provide all archived backups at the end of the Contract term.

3.7.2 Disaster Recovery – The Awarded Bidder shall:

3.7.2.1 Maintain disaster avoidance procedures designed to safeguard County data and confidential information, Awarded Bidder's processing capability and the availability of services. Awarded Bidder shall describe in its response its disaster recovery approach, including an explanation of how the data will be recoverable.

### 3.8 **SERVICE LEVEL AGREEMENT (SLA)**

3.8.1 The County, in conjunction with the Awarded Bidder, intends to establish Service Level Agreements (SLAs) for the operations and service desk support of the Diversity, Equity, and Inclusion Training SaaS solution.

3.8.2 It is important that the Awarded Bidder and the County enter into a contractual relationship that succinctly defines SLA agreements and commitments. It is the intent of this section to specifically define the minimum SLA criteria that is required by the County. The technical requirements that are presented throughout this solicitation represent the County's minimum requirements. The Awarded Bidder shall consider carefully the resources that will be required to meet these SLAs.



- 3.8.3 Monthly performance reports will be used to verify and analyze Awarded Bidder conformance with the defined SLAs. The County shall have access to all performance data, in raw and processed form, for the purpose of SLA verification. Proposed measurement and reporting tools must be described either through on-line access, CD-ROM or other means.
- 3.8.4 Diversity, Equity, and Inclusion Awareness Training SaaS Availability
- 3.8.5 This SLA shall address performance of the Diversity, Equity, and Inclusion Awareness Training SaaS availability. The Diversity, Equity, and Inclusion Awareness Training SaaS must be operational and available to customers 24 hours a day, 365 days per year. The only exception will be for pre-defined systems administration and maintenance. Individual applications may be unavailable based on the individual agency legacy application operational schedule. Scheduled downtime must be coordinated with and approved by the County with at least a seven (7) day advance notice prior to performing the scheduled downtime. Scheduled downtime must be scheduled during off-hours.

### **3.9 SECURITY MANAGEMENT**

- 3.9.1 The SLA shall address performance of security management. Security management includes all the components that make-up the security barriers to the application, data while being transmitted to or through the application and data available to the application. The security barriers may include firewalls, intrusion detection, virus protection, access control, authentication and other mechanism and techniques to ensure the system and data is protected.
- 3.9.2 Performance Monitoring and Problem Resolution
  - 3.9.2.1 The Awarded Bidder shall provide performance monitoring and problem resolution. The Awarded Bidder shall provide interfacing and consulting with software to identify and correct problems.
  - 3.9.2.2 The Awarded Bidder shall perform maintenance at times that will not adversely impact daily operations.
  - 3.9.2.3 The Awarded Bidder shall coordinate maintenance schedules and procedures based on the County's requirements.