



Request for Proposal No. 2021-RM1-06

**Public Private Partnership (P3),
Infrastructure & Real Estate
Advisory Services for
Miami Dade College**

OPENING: November 5, 2020 at 3:00pm

Proposals shall be submitted electronically to the College's Purchasing Department. All proposals submittal must be submitted in a pdf file format. An upload link has been created under the Purchasing Department Website at www.mdc.edu/purchasing click under the "Bid Posting" tab and instructions to upload your file is provided on top of this webpage.

All proposal responses **MUST** be unloaded to the site by **3:00 P.M. EST**, on **November 5, 2020**. No proposal responses will be accepted after 3:00pm.

**Purchasing Director:
ROMAN MARTINEZ, MPA, CPPO, CPPB**

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1.0 PURPOSE OF THE SOLICITATION

1.1 Purpose

The College is releasing this RFP with the intent to receive proposals from interested companies to provide Public Private Partnership (P3), Infrastructure and Real Estate Advisory Services.

1.2 Scope of Services

Miami Dade College presently has 8 Campus locations spread-out thru Miami Dade County, Florida. Additionally, the College has several satellite facilities within the city and urban communities of South Florida. Below are each Campus locations:

North Campus
11380 NW 27th Ave.
Miami, FL 33167-3495

Wolfson Campus
300 NE Second Ave.
Miami, FL 33132

Medical Campus
950 NW 20th St.
Miami, FL 33127

West Campus
3800 NW 115th Ave.
Doral, FL 33178

Kendall Campus
11011 SW 104 Street
Miami, FL 33176-3393

Eduardo J. Padrón Campus
627 SW 27th Ave.
Miami, FL 33135

Homestead Campus
500 College Terrace
Homestead Florida 33030

Hialeah Campus
1780 W 49th Street
Hialeah, Florida 33012

Miami Dade College (MDC) is soliciting proposals from qualified firms to provide to provide Public Private Partnership (P3), Infrastructure and Real Estate Advisory Services. The College is looking for a firm who has experience in:

- Assessing current real estate portfolios to identify project opportunities;
- Developing plans to optimize and transform assets, in accordance with campus master plans;
- Evaluating and executing P3s, alternative funding and construction mechanisms;
- Advising on transactions, including partner selection and lease or sale negotiations;
- Market Feasibility Studies and Highest and Best Use Analysis;
- Lessor/Lessee representation

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We realize that every firm may not be active in the areas of the services that are being procured. We therefore reserve the right of selecting several firms as part of a prequalification process in order to have the maximum flexibility as well as diversity of services available.

It is the goal of the College, that through this RFP pre-qualification process, the College may screen and generate a pool of organizations and professionals that may be utilized by the College as necessary. It is important to note that this prequalification process does not guarantee any services being issued to any specific firm or individual, rather it provides the College the flexibility to prequalify those firms or individuals that are deemed qualified and are ready to provide the services when called upon by College staff.

1.3 Start of Project and Length of Services

It is anticipated that the prequalification start date for services under this RFP will start as soon as the award recommendation is approved by the College's District Board of Trustees. The initial prequalification period will expire on June 30, 2021. The College may renew the prequalification of service providers for 5 additional one-year terms, at the College's discretion.

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2.0 The 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

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3.0 Timeline

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

<u>DATE</u>	<u>EVENT</u>
10/2/20	RFP Issuance
10/5/20	Legal Advertisement
10/20/20	Last date to present written questions
10/27/20	Answers to Questions Posted
11/5/20	Deadline for submittal of proposals (Proposals due prior to 3:00 p.m. EST)
11/6/2020	Deadline for receipt of Performance Evaluation Surveys
11/12/20	Evaluation Committee Meeting
11/17/20	Presentation and Q&A (Optional)
11/20/20	Award Recommendation
December, 2020	Award recommendation presented to the Board of Trustees for ratification
December 2020	Prequalification period commences

Evaluation Committee Meetings related to this RFP are all open to the public and will be scheduled remotely, the College will attempt to provide access either by video or audio to all scheduled evaluation committee meetings. All scheduled meetings will be posted on the College Purchasing website.

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4.0 PROPOSAL INSTRUCTIONS

4.1 Form of Vendor Response

Proposals shall be submitted electronically to the College's Purchasing Department. All proposals submittal must be submitted in a pdf file format. An upload link has been created under the Purchasing Department Website at www.mdc.edu/purchasing click under the "Bid Posting" tab and instructions to upload your file is provided on top of this webpage.

Proposal submittals will be received through this upload link before November 5, 2020 at 3:00pm. Proposals will not be accepted after 3:00 p.m. EST on **November 5, 2020**, 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 uplink application on the Purchasing Department Website. Department. Proposals are to be labeled RFP#2021-RM1-06.

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

4.2 Contact with College Personnel

Questions concerning this RFP 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 **October 20, 2020**, before 5:00 p.m. EST. The email should contain the following information: RFP #2021-RM1-06, 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.

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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 RFP 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 RFP#2021-RM1-06 must appear on the envelope.

4.5 Withdrawal of Proposal

A proposal may be withdrawn prior to proposal submission date of November 5, 2020. 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 November 5, 2020.

5.0 EVALUATION PROCESS

5.1 Evaluation Committee Meetings

An Evaluation Committee will review all responsive and responsible proposals and will make a recommendation for award. 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 final award recommendation by the evaluation committee will be presented to the College President who in turn will present the recommendation of award to the District Board of Trustees. The District Board of Trustees of Miami Dade College will make the final approval of any recommendation provided by the Evaluation Committee and the College President.

The Evaluation Committee has the option to rank all proposers and determine a shortlist of finalists. The evaluation committee may also select one or multiple service providers under a prequalification process whereby several service providers are placed in a pool of service providers to be utilized by the College when projects are identified.

5.2 Presentation and Interviews

Finalists **may** be asked to meet with the Evaluation Committee for the purpose of clarifying or expanding upon any information contained in their proposal. In addition, the College **may** require that additional information be presented at this meeting. Any information provided during the interviews may be included in the evaluation of the firm.

5.3 Response to RFP

The evaluation of the proposals will be based primarily on information provided by the Proposer; therefore, care should be taken to submit as much information as necessary to fully and completely respond to all sections of this RFP. Proposals that do not comply with the requirements of this RFP including, but not limited to, the use of required forms and the inclusion of all required materials and data may be deemed as “Non-Responsive”, although, the College’s Purchasing Department may request missing forms or documentation at the College’s discretion, please refer to Section 6.1.

5.4 Selection Criteria

In the evaluation of the responses to this RFP 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

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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 six (6) 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
I. Qualifying background and experience of firm and personnel (Pages 16-17)	15
II. Performance of the Firm for Services of the same or similar nature, including reference checks (Page 18)	15
III. Sample of last three projects completed (Page 18)	15
IV. Approach in providing services to the College (Page 19)	15
V. Local Preference (Page 19)	10
VI. Provide rationale as to how pricing for projects are determined and provide sample set cost structures for the College. (Page 19)	30
Total	100

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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 RFP; postpone or cancel this RFP process at any time; or waive any minor irregularities in the RFP or in the proposals received as a result of this RFP. 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 RFP, 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 RFP. 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 www.mdc.edu/purchasing. 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.

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5.7 Contract Requirement

The successful Proposer **may** be required to sign a contract within 30 days after the approval of the recommendation to award by the District Board of Trustees for Miami Dade College, based on the terms, conditions and services described in the RFP 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, 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 RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

If a Proposer submits any documents or other information to the College which the Proposer claims is confidential information and exempt from Florida Statutes Chapter 119.07 ("Public Records 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

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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.

6.0 REQUESTED INFORMATION

6.1 Requested Forms to Submit with Proposal Response

It is recommended that prospective proposers to this RFP submit as much information as necessary to fully and completely respond to all sections of this RFP. The College understands that responding to this RFP 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 RFP 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

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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 Company Information (Evaluation Criteria I.)

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 RFP. 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:

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- 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 6.2

6.3 Proposed Project Personnel (Evaluation Criteria I.)

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 6.3

6.4 Subcontractors (Evaluation Criteria I.)

Proposer shall provide a list of proposed subcontractors, 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 6.4

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6.5 References and Performance Evaluation Surveys Subcontractors (Evaluation Criteria II.)

All Proposers providing a response to this RFP are to provide a minimum of five (5), up to a maximum of eight (8), higher education or similar references whereby the proposer provided Public Private Partnership (P3), Infrastructure & Real Estate Advisory Services, indicating the scope of the services supported. 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 RFP. 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 38 & 39** and request that your client submit the completed survey (page 39) to Roman Martinez, Group Director - Purchasing to his e-mail at rmartin9@mdc.edu

Please note, that we will not accept Client Surveys being sent to our office from the office of the proposer, the effort by the proposers is to have their clients send the Surveys to MDC's Purchasing Department. Final date for the receipt of Performance Surveys in the Purchasing Department is end of business day on November 6, 2020, 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 40** to list your client contacts and submit this form as part of your proposal.

Label this Response to Section 6.5

6.6 Sample of related services provided and/or projects completed (Evaluation Criteria III.)

Proposer is to provide an Executive Summary of **related services provided and/or projects completed**. Information related to above should include start date, type of service provided or project completed, cost and final result of the service or project.

Label this Response to Section 6.6

6.7 Approach in providing services to the College (Evaluation Criteria IV.)

Proposer is to provide their project approach in providing services to the College. Proposer may utilize their previous experience with similar clients and explain their methodology in all the steps that are required in providing the services. It is understood that there may be different methods utilized depending on the scope of the work required, proposer may draw upon their previous experience and provide examples of past projects and the steps that we followed during their project approach of those projects.

Label this Response to Section 6.7

6.8 Local Preference (Evaluation Criteria V.)

Miami Dade College has adopted Policy VI-5 - Local Business Preference. Subsequently it has also adopted College Procedure 6550 - Local Business Preference. This procedure allows the College to issue weighted scoring points for Businesses' that submit proposals related to competitive solicitations. The Local Preference Policy and Procedure are attached to Section 10 of this solicitation for reference. Vendor is to provide a statement of where their main business headquarters is located.

Label this Response to Section 6.8

6.9 Provide rationale as to how pricing for projects are determined and provide sample set cost structures for the College. (Evaluation Criteria VI.)

For purposes of this section, proposer may provide their rationale as to cost structure they are proposing for the College. Samples can be provided for different types of services that have been provided previously, especially for Public Private Partnership (P3), Infrastructure & Real Estate Advisory Services. It is understood that at the time of this RFP issuance, the College does not have a specific project type to quote, for this reason we are requesting the proposer to provide sample cost structures that they have provided previously to similar clients.

Label this Response to Section 6.9

6.10 Small/Local Business Enterprise

The 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

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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 6.10

6.11 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 6.11

6.12 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 RFP 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;

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(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 RFP or the Contract executed in connection with this RFP; 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 RFP. This indemnification shall survive termination of the RFP and the contract executed in connection with the RFP.

The Contractor must acknowledge acceptance of the Indemnification Agreement.

Label this acceptance Response to Section 6.12

6.13 Request to Waive Requirement

The Proposer must provide a summary of any RFP 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 RFP is in compliance with all RFP specifications, requirements, terms, conditions, and provisions, the Proposer should acknowledge 100% compliance to this section.

Label this Response to Section 6.13

7.0 GENERAL TERMS AND CONDITIONS

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

7.1 Contract

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

- (1) The College may agree to an extension of the date required to conclude a contract with the successful Contractor for another 30-day period.
- (2) The College may formally terminate contract negotiations with the successful Contractor, and thereafter begin negotiations with the next succeeding most qualified Contractor(s), if necessary.

7.2 Modification of the Contract

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

7.3 Assignment of the Contract

It is to be expressly understood and agreed by the parties that the firm shall not be permitted to assign, sublet, pledge, hypothecate, surrender, transfer or otherwise encumber or dispose of the contract or any interest in that portion of the contract

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without the formal written consent of the College which may be withheld in the College's sole discretion. It shall be understood that any such assignments of the contract shall not in any manner whatsoever, release the firm from responsibility for performing any provisions of the contract or from liability from the breach thereof.

7.4 Paragraph Headings

The paragraph and section headings in the RFP 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 RFP or the contract.

7.5 Applicable Law

The firm shall comply with all federal, state and local laws, rules and regulations ("Laws") applicable to the Contractor's response to the RFP, the contract executed in connection with the RFP, and the provision of services under the RFP and the RFP 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 RFP 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 RFP and the contract to be executed in connection with the award of this RFP must be modified in accordance with any statutory requirement of the State of Florida.

7.6 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

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the firm, but the method utilized to accomplish the work shall be the responsibility of the firm and approved by the College.

7.6.2 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.

7.7 Termination

Nothing contained in this RFP or the contract for this RFP shall prevent the College from pursuing any other remedies at law or in equity that the College may have against the Contractor.

7.7.1 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.

7.7.2 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.

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

7.7.3 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.

7.7.4 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.

7.7.5 Non-Appropriations

Any contract entered into by the College resulting from the RFP 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

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contract alternate solutions and/or remedies as deemed necessary by the College in the conduct of its affairs.

7.8 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 RFP 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.

7.9 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.

7.10 Contract Terms

The agreement may commence on or about February 1, 2020. The contract 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.

7.11 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.

7.12 Bankruptcy

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

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7.13 Official Notices

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

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

8.0

FORMS

The forms that follow are requested to be submitted with the proposer’s response to this RFP. 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 RFP procurement process.

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

PROPOSAL COVER SHEET

REQUEST FOR PROPOSAL RFP # 2021-RM1-06
Public Private Partnership (P3), Infrastructure &
Real Estate Advisory Services for Miami Dade College

Proposals are to be submitted electronically to the College's and will be accepted by the Purchasing Department until 3:00 P.M. EST on **November 5, 2020**.

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: _____

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ACKNOWLEDGEMENT OF ADDENDA

REQUEST FOR PROPOSAL RFP # 2021-RM1-06
Public Private Partnership (P3), Infrastructure &
Real Estate Advisory Services for Miami Dade College

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: _____

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NON-COLLUSION AFFIDAVIT

REQUEST FOR PROPOSAL RFP # 2021-RM1-06
Public Private Partnership (P3), Infrastructure &
Real Estate Advisory Services for Miami Dade College

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 _____, 2020.

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

_____. My commission expires: _____

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CONFLICT OF INTEREST FORM

REQUEST FOR PROPOSAL RFP # 2021-RM1-06
**Public Private Partnership (P3), Infrastructure &
Real Estate Advisory Services for Miami Dade College**

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 _____, 2020.

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

_____. My commission expires: _____

MIAMI DADE COLLEGE
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MIAMI DADE COLLEGE
REQUEST FOR PROPOSAL RFP # 2021-RM1-06
Public Private Partnership (P3), Infrastructure &
Real Estate Advisory Services for Miami Dade College

NON-DISCRIMINATION IN EMPLOYMENT FORM

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

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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: _____

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

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

1. This sworn statement is submitted to **MIAMI DADE COLLEGE**
by _____
[Print individual's name and title]
for _____
[Print name of 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.

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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.]

_____ 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]

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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 _____, 2020 personally known _____ OR produced identification _____.

Notary Public – State of _____

My commission expires _____

(Type of Identification)

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

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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 **November 6, 2020 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

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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 students served 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	Quality of Service provided to your Company/Agency	(1-10)	
2	Performance of the Project Personnel/Team	(1-10)	
3	Ability to resolve issues related to the scope of work	(1-10)	
4	How would you rate the quality of the work provided to your company/agency	(1-10)	
5	How would you rate the price for the services as it relates to the outcome		
6	How would you rate this vendor's scheduling and timeliness for required project deadlines	(1-10)	
7	Submission of timely reports and documentation?	(1-10)	
8	Overall customer satisfaction and acquiring this product/service again based on performance	(1-10)	

Overall Comments: _____

PLEASE E-MAIL THIS QUESTIONNAIRE TO ROMAN MARTINEZ AT rmartin9@mdc.edu
By or Before 11/6/2020 by 5:00pm

MIAMI DADE COLLEGE
RFP # 2021-RM1-06

(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	FAX NUMBER	SERVICE DATE(S)	COST OF SERVICES

MIAMI DADE COLLEGE
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SECTION

9.0

COLLEGE PROCEDURES

MIAMI DADE COLLEGE
RFP # 2021-RM1-06
MANUAL OF PROCEDURE

PROCEDURE NUMBER: 6560 **PAGE** 1 of 4

PROCEDURE TITLE: Local Business Preference

STATUTORY REFERENCE: FLORIDA STATUTES §1001.64; §287.057; AND RULE 6A-14.0734, FLORIDA ADMINISTRATIVE CODE

BASED ON POLICY: VI-5 Local Business Preference

EFFECTIVE DATE: November 20, 2018

LAST REVISION DATE: N/A

LAST REVIEW DATE: N/A

PURPOSE

The College is uniquely positioned to initiate and develop partnerships with businesses as a catalyst for revitalization of our community. A critical component of community revitalization includes economic growth and development of local businesses having their principal place of business in Miami Dade County, Florida. These local businesses provide goods, services, employment, and careers for the College graduates.

The Local Business Preference (LBP) Procedure is intended to encourage economic development in the community we serve and to support these businesses in the marketplace. The College is committed to increasing its utilization of goods and services provided by these local businesses which submit competitive, responsive, and responsible bids for the College’s procurement consideration.

1. Definitions

- 1.1 “Competitive Bid” means a sealed bid submitted to the College where selection is based on price.
- 1.2 “Competitive Solicitation” means the process of requesting and receiving two or more sealed bids or proposals submitted by responsive vendors in accordance with the competitive process, regardless of the method of procurement. Selection is based on various criteria, in addition to price.
- 1.3 “Contractor” means a person who contracts to sell commodities or contractual services to the College.

- 1.4 “Evaluation Committee” means the College employees, agents, and/or contractors selected by the College to evaluate bids, rank proposals and ultimately provide an award recommendation pursuant to a Competitive Solicitation.
- 1.5 “Local Business” shall mean a business entity formed in the State of Florida and registered with Florida Department of State, Division of Corporations that is duly licensed, as applicable, which has its Principal Place of Business (Headquarters) in Miami-Dade County. The address of a post office box, private mail box, or a home/residence shall be insufficient to establish location within Miami-Dade County.
- 1.6 “Local Business Enterprise” means a Local Business that has a valid local business tax receipt, issued by a jurisdiction located in Miami-Dade County that identifies its headquarters located within the legal boundaries of Miami-Dade County for at least twelve (12) months. Post Office boxes are not considered for local preference, vendors must provide a copy of their local business tax receipt and the local business affidavit of eligibility with all bids or proposals.
- 1.7 “Responsible Vendor” means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 1.8 “Responsive Bid” or “Responsive Proposal” means a bid or proposal submitted by a responsive and responsible vendor which conforms in all material respects to the Competitive Bid or Competitive Solicitation.
- 1.9 “Responsive Vendor” means a vendor that has submitted a bid or proposal that conforms in all material respects to the Competitive Bid or Competitive Solicitation.
- 1.10 “Vendor” a supplier that provides any good or service.

2. Procedure

2.1 Competitive Bid

- 2.1.1 When a responsive, responsible, non-Local Business submits the lowest price bid, and the bid submitted by one or more responsive, responsible, Local Business(es) is within five percent (5%) of the price submitted by the non-Local Business, then each of the aforementioned Local Businesses shall have the opportunity to submit a best and final bid equal to or lower than the amount of the previously submitted bid by the non-Local Business. Contract award shall be made to the responsive, responsible, business entity submitting the lowest best and final bid.
- 2.1.2 In the event of a tie in the best and final bid between a Local Business and a non-Local Business, the contract award shall be made to the Local Business.
- 2.1.3 Sections 2.1.1 and 2.2.2 shall not apply in the event the first and second ranked bidders/proposers are Local Businesses.

- 2.2 Competitive Solicitations: Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation to Negotiate (ITN)
- 2.2.1 Evaluation Committees will utilize the following criteria in evaluating bids or proposals for an assigned Competitive Solicitation.

Business Entity's Principal Place of Business (Headquarters) is located in:

<u>Location</u>	<u>Points Awarded</u>
Miami-Dade County	10 Points
Broward County, Palm Beach and Monroe Counties	5
Points All other locations	0
Points	

- 2.2.2 Negotiation of Final Price: Upon completion of the initial ranking, if the Evaluation Committee or any other subcommittee, including the Purchasing Department, will be negotiating final pricing, a Local Business which has negotiated a price within five percent (5%) of a non-Local Business shall have the opportunity to proceed for further evaluation provided, all other technical requirements are met.
- 2.2.3 Best and Final Offers: When a Competitive Solicitation requires the submission of a "Best and Final Offer" (BAFO), a Local Business shall have the opportunity to submit a supplemental BAFO equal to or lower than the amount of the previously submitted BAFO by the non-Local Business. Contract award shall be made to the responsive, responsible, business entity submitting the lowest BAFO.

3. **Contract Requirements**

The resulting contract with a Local Business shall not permit the Local Business:

- 3.1 To enter into an agreement with a prime contractor and not perform any of the direct labor or service activities specified in the contract; or
- 3.2 To enter into a sub-contract agreement with the intent of collecting or paying a broker's fee or commission with any entity or person.

4. **Exceptions**: The Local Business Preference shall not apply to:

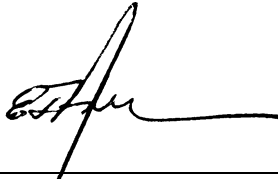
- 4.1 **Professional Services (Architectural/Engineering and Construction) Solicitations**: All Architectural, Engineering and Construction Services Competitive Solicitations selection processes are guided by the Consultants Competitive Negotiation Act (CCNA), as provided for in Section 287.055, Florida Statutes of which location is a criteria for selection. The College utilizes for Professional Services MDC Policy VI-4 - the Small Local Business Enterprise and the incentives for small/local participation set forth in MDC Procedure 6550.

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- 4.2 **Non-Competitive Offers:** Rule 6A-14.0734, Florida Administrative Code authorizes the College to procure services and commodities without receiving competitive offers.

- 4.3 **Grant Funded Procurements:** Procurements utilizing Grant funds to procure services and commodities are subject to the terms of the grant and may prevent the College from utilizing Local Preference as outlined in this procedure.

- 4.4 **Use of National Manufacturer:** The College's Purchasing Department may determine that the best interests of the College are served through bidding or negotiating with a national manufacturer instead of a Local Business. In the event the College determines the use of a national manufacturer will provide the best price for services and commodities, the College's Purchasing Director will include in the project folder written justification detailing the rationale for the decision.

	11/20/2018
PRESIDENT	DATE