



Request for Qualification (RFQ) No. 2025-RM-09

**Signs and Banners: Purchase,
Installation & Removal**

OPENING: April 17, 2025 at 3:00pm

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

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

All proposal responses MUST be unloaded to the BidNet Direct site by 3:00 P.M. EST, on April 17, 2025 at 3:00pm. Proposers that attempt to upload responses after the due date and time will not be able to submit their response and deemed non-responsive.

**BUYER:
ROSELLA MONTEJO, CPPB**

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1.0 PURPOSE, SCOPE, TERMS

1.1 Purpose and Objective

Miami Dade College is soliciting proposals to establish a List of Prequalified Proposers (List) that will be utilized by the College to solicit for the purchase, installation, and removal of signs and banners for all Miami Dade College Campuses and departments on an “as needed basis”.

There is no guarantee of any purchase of any goods and services under this term agreement. All orders will be placed on an “as needed basis.”

Stated within this RFQ are instructions for submitting the proposal, the procedures and criteria by which a vendor will be selected and the contractual terms by which the College proposes to govern the relationship with the selected vendor.

The College appreciates your consideration of this RFQ and looks forward to receiving your proposal.

All questions and/or inquiries pertaining to this bid must be addressed to:

Rossella Montejo, Buyer, Purchasing Department
Phone: 305-237-0009
Email: rmontejo@mdc.edu.

Contact with other Miami Dade College employee is strictly prohibited. If the Proposer, Proposer’s Staff or anyone affiliated with the Proposer contacts any College Employee other than the Purchasing Department staff listed above, this will be grounds for being disqualified from this solicitation.

1.2 Scope of Work

It is the intent of this solicitation to identify and make available to the College purchase, installation, and removal of signs and banners.

GOODS/SERVICES TO BE PROVIDED

Group 1: May include, but not be limited to, vinyl banners and signs, plywood signs, plastic signs, metal/aluminum signs, non-electrical signs, electrical signs, graffiti proof signs, construction signs, neon signs, LED signs, electronic scoreboards, etc.

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Group 2: Turn-key projects (purchase, install, and/or removal) that include non-electrical signs such as vinyl banners and signs, plywood signs, plastic signs, graffiti proof signs, construction signs, metal/aluminum signs, etc. and associated installation and removal.

Group 3: Turn-key projects (purchase, install, and/or removal) that include electrical signs such as neon signs, LED signs, electronic scoreboards, fiber optic banners, etc. and associated installation and removal.

In addition, Miami-Dade College may request any value added commodity or service that could be provided under the resulting contract.

The awarded Proposer(s) shall be required to provide and/or furnish all supplies and services necessary to ensure the availability and timely delivery of supplies to every requesting department on any of the MDC Campuses or satellite locations.

1.3 Terms

The College is looking for a multi-year contract. The contract term shall be for a three (3) year period (36 months), with the option-to-renew for two (2) additional one-year periods; for a total of five (5) years.

The College may prequalify multiple service providers, if it deems it the best interest of the College.

1.4 Miami Dade College Shelter Market Initiative

The College will establish two pools of Sign and Banner companies from this RFQ. The first pool will be reserved for Proposers meeting the criteria as set forth in Small Local Business Enterprise (SLBE) Policy VI-4, Procedure 6550 section III "Shelter Market Initiative" (See Attached Policy in Section 9). The College will prequalify Proposers which principal place of business is located in Miami Dade County area only.

Principal place of business is defined as "the place where a corporation's officers direct, control, and coordinate the corporation's activities. And in practice it should normally be the place where the corporation maintains its headquarters-provided that the headquarters is the actual center of direction, control, and coordination, i.e., the "nerve center," and not simply an office where the corporation holds its board meetings (for example, attended by directors and officers who have traveled there for the occasion)."

A "small business" is defined as: a) A Proposer certified by the State of Florida Office of Supplier Diversity; b) A Proposer certified by the Miami-Dade County Department of Small Business Development; Or c) A Proposer

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certified by another Miami-Dade County entity with certification standards to either the State of Florida Office of Supplier Diversity or the Miami-Dade County Department of Small Business Development.

Work assigned under this category will not exceed Seven Hundred Fifty Thousand dollars (\$750,000) in purchases annually.

1.5 Open Market

The second pool of Sign and Banner vendors for this RFQ will be open to all Proposers regardless of minority status or geographical area. Work assigned under this category will not exceed Seven Hundred Fifty Thousand dollars (\$750,000) in purchases annually.

Proposers will not be allowed to submit for both pools.

1.6 Purchasing Card (P-Card)

There are occasions whereby an employee of the COLLEGE may have to utilize the COLLEGE issued Purchasing Card (“P-Card”) to purchase in-store or on-line office supplies or other miscellaneous materials. Proposer MUST outline in their proposal the procedure to be utilized in tracking the purchasing of office supplies with the COLLEGE’S P-Card and to accurately summarize and document those purchases including discounts that are applied when card is utilized. The College also would like the ability for vendor to provide expenditure and purchase reports when requested.

1.7 Sales Representative

The successful proposer(s) shall make available the names and contact information of all sales representatives and back-ups servicing MDC’s account to assist the COLLEGE departments with inquiries and assistance with any issues related to the COLLEGE’s account.

1.8 Spot Market Quotes

Proposers on the List will be invited to participate in spot market competitions, as needed. When a requirement to procure goods and/or services listed under a specific group is identified, Proposers on the List under that group will be invited to quote. When a requirement to procure goods and services falls under multiple groups, Proposers on the List under the combination of groups will be invited to quote. The College, at its sole discretion and in its best interest, may choose to quote goods and services in the combination that best meets its needs.

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The College reserves the right to amend any related item(s) during the term of the contract as it deems necessary for its operations. For any additional item(s), spot market purchases will be solicited from awarded Proposers and any other vendor(s). Purchases shall be made in accordance to Miami Dade College Purchasing Procedures. The Proposer then offering the lowest fixed price shall be awarded for the specific period or specific purchase. The award to one Proposer does not preclude the remaining awarded Proposers from submitting spot market offers for other specific purchases or to bid on other stand-alone bids for the College.

2.0 BACKGROUND

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

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

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

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

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

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

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3.0 TIMELINE

The following timeline is a general guideline for the issuance, evaluation, recommendation for award of this RFQ 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>
03/17/2025	RFQ Issuance
03/17/2025	Legal Advertisement
03/31/2025	Last date to present written questions
04/03/2025	Answers to Questions Posted
04/17/2025	Deadline for submittal of proposals (Proposals due prior to 3:00 p.m. EST)
04/17/2025	Deadline for receipt of Performance Evaluation Surveys by 5:00PM
TBD	Public Evaluation Committee Meeting
TBD	Presentations and Q&A Sessions (Optional)
TBD	Award Recommendation
May 2025	Award recommendation presented to MDC Board of Trustees
July 2025	Prequalification Period Commences

The above timeline may be amended as required. Evaluation Committee Meetings related to this RFQ are all open to the public and will be scheduled in person or remotely, the College will attempt to provide access either by video or audio to all scheduled evaluation committee meetings.

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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 via BidNet. Direct. All proposals submittals must be submitted in a pdf file format and shall be one file for all the documentation that will submitted.

Prospective proposers must register with BidNet Direct at the following link:

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

Registration thru Bidnet Direct to receive MDC announcements is free but there ae also paid subscriptions.

Proposal submittals will be received through this BidNet Direct's upload link before April 17, 2025 at 3:00pm. Proposals will be unable to be received by the College after 3:00 p.m. EST on April 17, 2025, late proposals will be not be considered and will be deemed non-responsive. The time of receipt of the proposal will be based on the time stamp provided by the BidNet Direct's uplink portal application. Proposals are to be labeled RFQ#2025-RM-09.

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

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

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

4.2 Contact with College Personnel

Questions concerning this RFQ shall be directed to Rossella Montejo, Buyer, by email at rmontejo@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 **March 31, 2025**, before 5:00 p.m. EST. The email should contain the following information: RFQ #2025-RM-09, company name, address, phone

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number, facsimile number, the requestor's name, the number of pages being faxed or attached to the email and specific questions.

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

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

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

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

4.3 Rules, Regulations, and Requirement

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or city government applicable to submitting a response to this RFQ 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 RFQ#2025-RM-09 must appear on the envelope.

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4.5 Withdrawal of Proposal

A proposal may be withdrawn prior to proposal submission date of April 17, 2025. 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 April 17, 2025.

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

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

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

5.0 EVALUATION PROCESS

5.1 Evaluation Committee Meetings

An Evaluation Committee (“the Committee”) will review all responsive and responsible proposals and will make a recommendation of award to the College President. The recommendation of the Evaluation Committee will be based on an evaluation of the proposals submitted based on the criteria outlined in **Section 5.5**.

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

The Evaluation Committee has the option to rank all proposers and determine a shortlist of finalists as part of this RFQ procurement process. Shortlist proposers may be invited to provide a presentation to the evaluation committee.

5.2 Evaluation Committee Contact

Due to the “Cone of Silence” contacting members of the Evaluation Committee will result in disqualification of the RFQ proposer. All communications related to this RFQ must be provided thru Rossella Montejo, Buyer, by email at rmontejo@mdc.edu. The Purchasing Department will determine whether an addendum should be issued as a result of any questions or other matters that are raised. If issued, the addendum will be incorporated into the RFQ and will become part of the final negotiated agreement with awarded proposer.

5.3 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. The option of having presentations and interviews is exclusive to the discretion of the Evaluation Committee. The Evaluation Committee may make their final recommendation based on the proposal response from each vendor.

5.4 Response to RFQ

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 RFQ. Proposals that do not comply with the requirements of this RFQ 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.

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5.5 Selection Criteria

In the evaluation of the responses to this RFQ 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 Section 6.0, and 7.0 Scope of Services/Technical Information as well as information obtained from references and/or interviews with the Proposers (if required) will be used during the evaluation process.

The Evaluation Criteria are comprised of four or six (4-6) 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

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5.5A Evaluation Criteria - “Open Market”

Criteria	Points
Qualifications Submittal Form (Section 9.0)	25
Experience (Section 6.4)	25
References (Section 6.2)	25
Local Preference (Section 6.6)	25
Total Points	100

5.5B Evaluation criteria “Shelter Market”

Criteria	Points
Qualifications Submittal Form (Section 9.0)	25
Experience (Section 6.4)	25
References (Section 6.2)	20
Local Preference (Section 6.6)	15
SLBE (SECTION 6.5)	15
Total Points	100

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.

5.6 Acceptance/Rejection of Proposals

The College may, at its sole and absolute discretion, reject any and all proposals; re-advertise this RFQ; postpone or cancel this RFQ process at any time; or waive any minor irregularities in the RFQ or in the proposals received as a result of this RFQ. 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 RFQ shall be at the sole and absolute discretion of the College. In no event will any successful challenger of these

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determinations or decisions be automatically entitled to a contract for the services described in the RFQ. 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.

5.7 Protest of Intended Decision

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

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

5.8 Contract Requirement

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

5.9 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 RFQ and the Contract to be executed for this RFQ, 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

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it is confidential information and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07.

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

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

5.10 Option to extend RFQ and Agreement to other governmental entities

Included as part of this RFQ solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s), if agreeable by the bidder and the government

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agency. Each agency interested in utilizing this RFQ and subsequent agreement must verify that they are allowed by state statute, or entity policy and procedure that they have vested authority to be able to utilize this RFQ and subsequent issued agreement.

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

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

6.0 REQUESTED INFORMATION

6.1 Requested Forms to Submit with Proposal Response

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

Label this Response to Section 6.1.2

6.1.3 Non-Collusion Affidavit

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

Label this Response to Section 6.1.3

6.1.4 Conflict of Interest Form

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

Label this Response to Section 6.1.4

6.1.5 Non-Discrimination in Employment Form.

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

Label this Response to Section 6.1.5

6.1.6 Public Entity Crimes

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

Label this Response to Section 6.1.6

6.1.7 Affidavit Regarding Unauthorized Aliens Under 448.095, Florida Statutes

Proposer is to complete all requested information on the Affidavit Regarding Unauthorized Aliens Under 448.095, Florida Statutes Form.

Label this Response to Section 6.1.7

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

Proposer is to complete all requested information on the Required Affidavit Regarding the Use of Coercion for Labor and Services Form.

Label this Response to Section 6.1.8

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6.2 References and Performance Evaluation Surveys

All Proposers providing a response to this RFQ are to provide a minimum of three (3), up to a maximum of five (5), higher education references whereby the proposer provided similar services, indicating the scope of the services supported. Proposer 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 RFQ. 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 **42 & 43** and request that your client submit the completed survey (**page 43**) to Rossella Montejo, Buyer, Purchasing Department to her e-mail at rmontejo@mdc.edu.

Please note, surveys should be emailed to Mrs. Montejo from your client's office. Final date for the receipt of Performance Surveys in the Purchasing Department is end of business day on April 17, 2025, 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 **44** to list your client contacts and submit this form as part of your proposal.

Label this Response to Section 6.2

6.3 Executive Summary/Company History

Each proposer must prepare an Executive Summary were each area of this section is discussed in detail. 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 5.5, which are to be considered in the award of this RFQ. This section identifies specific information that is requested to be submitted in the proposal response.

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

- A. How long the company has been in business under the present management/ownership.
- B. Identity and background of the principals, including the position/title of each principal.
- C. Name of person(s) authorized to make representations for the Proposer, title, address and phone number.
- D. Current number of employees.
- E. Description and location of all current facilities operated by proposer.

Label this Response to Section 6.3

6.4 Experience of Service Provider

Proposer is to provide documented experience related to the design, production and installation of signs and banners. Experience of the proposer's staff that will be involved in the projects assigned by the College is highly desirable. Resumes and a list of completed projects for small, medium and large projects are requested.

In addition to the experience outlined above, proposer is to provide the following:

General Experience Required:

- Experience with large-format printers, plotters, and cutting machines.
- Familiarity with sign-making processes, including vinyl cutting, digital printing, and laminating.
- Knowledge of different materials (vinyl, PVC, fabric, etc.) used in banners and signs.
- Experience in overseeing the production workflow, ensuring deadlines are met.
- Knowledge of the sign and banner production process to explain options to clients effectively.
- Experience with managing client accounts, building long-term relationships, and handling customer inquiries.

Design and Production Requirements:

- Ability to create clear and effective designs that align with the client's branding and marketing objectives.

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- Ability to adapt designs to different types of printing methods.
- Knowledge of the sign and banner production process to explain options to clients effectively.
- Familiarity with the various printing techniques used for signs and banners, including UV printing, screen printing, and digital printing.
- Ability to choose appropriate materials based on the project (e.g., indoor vs. outdoor signage).

Installation Services:

- Experience installing signs and banners on-site, including working with large-scale signage.
- Familiarity with different types of mounting hardware and installation techniques.
- Knowledge of safety standards when working at heights, using ladders, lifts, and scaffolding.
- Experience with vehicle wraps, large-format signs, and banner installations is beneficial.
- Ability to read and interpret installation blueprints, design plans and specification.

Label this Response to Section 6.4

6.5 Subcontractors

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 6.3.

Label this Response to Section 6.5

6.6 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 6.6

6.7 Local Preference

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. The following scoring scale for local preference will be utilized for this RFQ:

Business Entity's Principal Place of Business (Headquarters) is located in:	Points Awarded
Location	
Miami-Dade County	10 Points
Broward County, Palm Beach and Monroe Counties	5 Points
All other locations	0 Points

6.8 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 6.8

6.9 Indemnification Agreement

The Contractor shall indemnify and hold harmless the College, its District Board of Trustees, officers, employees, agents, and other representative, individually and

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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 RFQ and the Agreement; (b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor’s documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor’s subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the Premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this RFQ or the Contract executed in connection with this RFQ; 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 RFQ. This indemnification shall survive termination of the RFQ and the contract executed in connection with the RFQ.

The Contractor must acknowledge acceptance of the Indemnification Agreement.

Label this acceptance Response to Section 6.9

6.10 Request to Waive Requirement

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

Label this Response to Section 6.10

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

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

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or genetic information. Additional information may be obtained by contacting the College's Equity Officer: Cindy Lau Evans, Office of Equal Opportunity Programs/ADA Coordinator/Title IX Coordinator, at (305) 237-2577 (Voice) or 711 (Relay Service). 11011 SW 104 St., Room 1102-2; Miami, FL 33176, Email: EquityOff@mdc.edu.

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

Label this Response to Section 6.11

7. QUALIFICATION CRITERIA

Proposer shall meet the following criteria to be considered for placement on the List; and for participation in future competitions for the following groups:

Group 1: Purchase of Signs and Banners

Group 2: Purchase, Install, and/or Removal - Non-Electrical Signs and Banners

Group 3: Purchase, Install, and/or Removal - Electrical Signs and Banners

Qualification for all Groups:

1. Proposers shall provide the contact information of a designated representative to provide the College with support and information concerning orders placed and to receive future spot market competitions. Proposers shall provide the representative's name, phone number, and email address.

Additional Qualification for Group 2:

2. Proposers shall submit one of the following: a. A valid Certification for Sign Specialty Electrical Contractor issued by the State of Florida.

b. A valid Certification for Electrical Contractor issued by the State of Florida.

c. A valid Business Certificate of Competency for Master Electrical Sign Contractor issued by Miami-Dade County.

d. A valid Business Certificate of Competency for Non-Electrical Sign Contractor issued by Miami-Dade County.

e. A valid Certification for General Contractor issued by the State of Florida.

Additional Qualification for Group 3:

3. Proposers shall submit one of the following: a. A valid Certification for Sign Specialty Electrical Contractor issued by the State of Florida.

b. A valid Certification for Electrical Contractor issued by the State of Florida.

c. A valid Business Certificate of Competency for Master Electrical Sign Contractor issued by Miami-Dade County.

d. A valid Business Certificate of Competency for Master Electrical Contractor issued by Miami-Dade County

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e. A valid Certification for General Contractor issued by the State of Florida.

Proposers shall provide all of the specified information, documents, and attachments listed above with their Submittal as proof of compliance with the requirements of this RFQ. However, the College may, at its sole discretion and in its best interest, allow Proposers to complete, supplement or supply the required documents throughout the term of the RFQ. It shall be the sole right of the College to determine the number of Proposers who will be included in the List. During the term of the RFQ, the College reserves the right to add or delete Proposers as it deems necessary and in its best interest.

8.0 GENERAL TERMS AND CONDITIONS

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

8.1 Contract

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

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

8.2 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

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effect the College's right to insist on the firm's performance at any other time. Any failure by the firm to insist on the College's performance of any provision of the contract or the waiver by the firm of the College's performance of any provision shall not be deemed a permanent waiver by the contractor of that provision, nor shall such failure affect the contractor's right to insist on the College's performance at any other time.

8.3 Assignment of the Contract

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

8.4 Paragraph Headings

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

8.5 Applicable Law

The firm shall comply with all federal, state and local laws, rules and regulations ("Laws") applicable to the Contractor's response to the RFQ, the contract executed in connection with the RFQ, and the provision of services under the RFQ and the RFQ 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 RFQ 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 RFQ

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and the contract to be executed in connection with the award of this RFQ must be modified in accordance with any statutory requirement of the State of Florida.

8.6 Contractor's Relationship to the College

8.6.1 Contractor as Independent Contractor

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

8.6.2 College Representative(s)

Unless provided elsewhere in the contract, the College may authorize representative(s) to act on behalf of the College on all matters relating to the contract and/or services being performed hereunder. The representative(s) shall decide all issues which may arise as to the quantity, character and quality of services performed or to be performed pursuant to the contract.

8.7 Termination

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

8.7.1 Termination without Cause

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

8.7.2 Termination for Cause

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

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

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

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

8.7.3 Suspension

The College shall also have the right to suspend the contract upon written notice to the Contractor. Such written notice shall state the reasons for suspension and allow for a period of ten (10) days during which the Contractor shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the College. If, in the opinion of the College, the Contractor remains in violation of the contract at the completion of the ten (10) day suspension period, the College shall have the right to terminate this contract whereupon all obligations of the College to the Contractor shall cease.

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

8.7.4 Default

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

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

8.7.5 Non-Appropriations

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

8.8 Specification Deviations

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

8.9 Publicity Release

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

8.10 Contract Terms

The agreement may commence on or about July 1, 2025 and will end on June 30, 2028. The contract term shall be for a three (3) year period (36 months), with the option-to-renew for two (2) additional one-year periods; for a total of five (5) years.

The Agreement will be subject to cancellation by mutual agreement of both parties in writing. The Contractor may cancel this Agreement by written notice to the College sixty (60) days prior to the effective date of such cancellation.

8.11 Invoicing For Services

The students, scholars and dependents are responsible for payment of all invoicing related to insurance premiums. The College is not financially responsible for any insurance premiums. The College is only providing the public Procurement process allowing the selection to be open, transparent and in the best interest of the students, scholars and dependents.

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8.12 Bankruptcy

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

8.13 Official Notices

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

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

With Copies to:

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

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

SECTION

9.0

FORMS

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

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

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9.1 PROPOSAL COVER SHEET

**REQUEST FOR QUALIFICATION (RFQ) # 2025-RM-09
Signs and Banners: Purchase, Installation, & Removal**

Proposals are to be submitted electronically thru BidNet Direct to the College's and will be accepted Department until 3:00 P.M. EST on **April 17, 2025**.

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

LEGAL NAME OF PROPOSER(S) _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

E-MAIL CONTACT: _____

FEDERAL EMPLOYEE IDENTIFICATION (FEIN) NUMBER _____

BY: SIGNATURE (Manual): _____

BY: SIGNATURE (Typed): _____

TITLE: _____

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

Name _____ Phone _____ Email _____

9.2 ACKNOWLEDGEMENT OF ADDENDA

**REQUEST FOR QUALIFICATION (RFQ) # 2025-RM-09
Signs and Banners: Purchase, Installation, & Removal**

I acknowledge that I have received the following Addendum:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

9.3 NON-COLLUSION AFFIDAVIT

**REQUEST FOR QUALIFICATION (RFQ) # 2025-RM-09
Signs and Banners: Purchase, Installation, & Removal**

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 _____, 2025.
Notary Public in and for the
County of _____, State of _____.
My commission expires: _____

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9.4 CONFLICT OF INTEREST FORM

**REQUEST FOR QUALIFICATION (RFQ) # 2025-RM-09
Signs and Banners: Purchase, Installation, & Removal**

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 _____, 2025.
Notary Public in and for the
County of _____, State of _____.
My commission expires: _____

9.5 NON-DISCRIMINATION IN EMPLOYMENT FORM

**REQUEST FOR QUALIFICATION (RFQ) # 2025-RM-09
Signs and Banners: Purchase, Installation, & Removal**

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

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

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

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

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

"(3) The Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

REQUEST FOR QUALIFICATION (RFQ) # 2025-RM-09
Signs and Banners: Purchase, Installation, & Removal

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.

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

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entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

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

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

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

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

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

[Signature]

Sworn to and subscribed before me this _____ day of _____, 2025 _____
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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**9.7 AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER
448.095, FLORIDA STATUTES**

**REQUEST FOR QUALIFICATION (RFQ) # 2025-RM-09
Signs and Banners: Purchase, Installation, & Removal**

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

Name of Entity

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

_____ Printed Name of Affiant	_____ Printed Title of Affiant	_____ Signature of Affiant
_____ Name of Entity		_____ Date
_____ Address of Entity	_____ State	_____ Zip Code

Notary Public Information

Notary Public State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of 20____

By _____

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

Type of identification produced _____

_____ Signature of Notary Public	_____ Serial Number	
_____ Print or Stamp of Notary Public	_____ Expiration Date	_____ Notary Public Seal

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

Contractor Name: _____		
Contractor FEIN: _____		
Contractor's Authorized Representative Name and Title: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Phone Number: _____		
Email Address: _____		

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

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

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

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.	
By: _____	Authorized Signature
Print Name and Title: _____	
Date: _____	

9.9 Performance Evaluation Surveys

Date:

To:

Phone:

Fax:

E-mail:

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

To Whom It May Concern:

Miami Dade College has implemented a process that collects past performance information on various vendors 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 vendor 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 Rossella Montejo by **April 17, 2025, or earlier** to the following e-mail at rmontejo@mdc.edu

Thank you for your time and effort.

Rossella Montejo, CPPB
Buyer
Purchasing Department

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9.9 PERFORMANCE EVALUATION SURVEY

Reference is for: (Company Name): _____
Point of Contact: _____
Phone and e-mail: _____

Company/Client's Name providing the reference: _____

Individual providing the reference: _____

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

Date of Services: _____

How many contracts does your organization prepare and issue annually:

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

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

NO	CRITERIA	UNIT	
1	Quality of Service provided to your Company/Agency	(1-10)	
2	Ability to provide products on time	(1-10)	
3	Ability to resolve billing discrepancies expediently	(1-10)	
4	How would you rate this vendor's service level and customer service	(1-10)	
5	Submission of timely reports and documentation?	(1-10)	
6	Overall customer satisfaction and acquiring product/service again based on performance	(1-10)	

Overall Comments: _____

PLEASE E-MAIL THIS QUESTIONNAIRE TO ROSSELLA MONTEJO AT
rmontejo@mdc.edu

By or Before 04/17/2025 by 3:00pm

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(Proposer to submit this form with their proposal submission)

PERFORMANCE EVALUATION SURVEYS FOR _____

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

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**QUALIFICATION
CRITERIA FORM**

SUBMITTER: _____

<u>QUALIFICATION CRITERIA TO BE COMPLETED BY ALL SUBMITTERS</u>		
Refer to Section 2.4, Qualification Criteria to ensure that Submittal complies with solicitation requirements.		
Groups (Indicate with an "x" in the box for each group Proposer wishes to prequalify.)		
Group 1	Purchase of Signs and Banners	<input type="checkbox"/>
Group 2	Purchase, Install, and/or Removal - Non-Electrical Signs and Banners	<input type="checkbox"/>
Group 3	Purchase, Install, and/or Removal - Electrical Signs and Banners	<input type="checkbox"/>
Reference Section	Requirements	Copy Attached
<i>All Groups</i>	Proposers shall provide the contact information of a designated representative to provide the College with support and information concerning orders placed and to receive future spot market competitions. Proposers shall provide the representative's name, phone number, and email address. Representative Name: _____ Phone Number: _____ E-Mail Address: _____	
<i>Group 2 Only</i>	Proposers shall provide a copy of one of the following: a. A valid Certification for Sign Specialty Electrical Contractor issued by the State of Florida; or b. A valid Certification for Electrical Contractor issued by the State of Florida; or c. A valid Business Certificate of Competency for Master Electrical Sign Contractor issued by Miami-Dade County; or d. A valid Business Certificate of Competency for Non-Electrical Sign Contractor issued by Miami-Dade County. e. A valid Certification for General Contractor issued by the State of Florida.	<input type="checkbox"/> <input type="checkbox"/>

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<i>Group 3 Only</i>	Proposers shall provide a copy of one of the following:	
	a. A valid Certification for Sign Specialty Electrical Contractor issued by the State of Florida; or	<input type="checkbox"/>
	b. A valid Certification for Electrical Contractor issued by the State of Florida; or	<input type="checkbox"/>
	c. A valid Business Certificate of Competency for Master Electrical Sign Contractor issued by Miami-Dade County; or	<input type="checkbox"/>
	d. A valid Business Certificate of Competency for Master Electrical Contractor issued by Miami-Dade County.	<input type="checkbox"/>
	e. A valid Certification for General Contractor issued by the State of Florida.	<input type="checkbox"/>

SECTION

10.0

COLLEGE PROCEDURES

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.

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- 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.

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2.2 **Competitive Solicitations:** REQUEST FOR QUALIFICATIONs (RFQ), Request for Qualifications (RFQ), and Invitation to Negotiate (RFQ)

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 locations	5 Points All other 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

MANUAL OF PROCEDURE

PROCEDURE NUMBER:	6550	PAGE 1 of 5
PROCEDURE TITLE:	Small Local Business Enterprises Initiative Incentives	
STATUTORY REFERENCE:	FLORIDA STATUTES §1001.64, §287.055, §287.057, §288.703 (1) AND §287.094	
BASED ON POLICY:	VI-4 Small Local Business Enterprises Initiative	
EFFECTIVE DATE:	2/17/2010	
LAST REVISION DATE:	2/17/2010	
LAST REVIEW DATE:	2/17/2010	

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 minority, small and local businesses. These businesses provide goods, services, employment, and careers for the College graduates.

It is the purpose of the Small Local Business Enterprises (SLBE) Initiative to encourage economic development in the community we serve and to support successful expansion of these businesses in the marketplace. The College is committed to increasing its utilization of services provided by small local businesses in Miami-Dade County by awarding race and gender-neutral incentives for responsive and responsible bids submitted for the College's procurement consideration.

The SLBE Initiative will provide assistance to qualified small local businesses on the following types of contracts on a case-by-case basis: Architecture /Engineering, Construction, Goods and Services and Professional Services. The application of incentives is at the sole discretion of the College.

A business must be both a "local business" and a "small business" as defined in this Procedure, to benefit from this initiative.

"Local" means a vendor incorporated in the State of Florida with its principal place of business located in Miami-Dade County.

The College will recognize a "small business" as:

- a) A business that has been certified by the State of Florida Office of Supplier Diversity;
- b) A firm certified by the Miami-Dade County Department of Small Business Development; Or
- c) By other Miami-Dade County entities with similar certification standards.

The College may utilize Mandatory Subcontracting, Preference Points, and Sheltered Markets, industry standard procurement incentives, to encourage qualified small local businesses to contract with the College. The College, in its discretion and based on the nature of the service to be provided, may either award preference points, require mandatory subcontracting or designate sheltered market contracts for certified Small Local Business Enterprises.

I. Mandatory Subcontracting

The College may set mandatory subcontracting goals for bids based on the availability of SLBE contractors for Architecture and /Engineering, Construction, Goods and Services, and Professional Services.

The contract must meet the guidelines of the Purchasing Department authorized approved limits. In order for a project to qualify for this Incentive, there must be at least three qualified SLBE firms available and able to perform the services needed. Application of this incentive is at the sole discretion of the College.

The College will establish subcontracting goals prior to solicitation. When a subcontracting goal has been set, bidders shall provide work to one or more certified SLBEs that will be utilized as subcontractors in order to meet this goal.

The maximum goal applied to any solicitation will be 25% of the bid. At the time of submittal, the bidder shall identify all SLBEs that will be utilized as subcontractors by using the College's Small Local Business Enterprise Subcontracting Certification Form. This form must be signed by both the Subcontractor(s) and the bidder and shall reflect the parties' intent to establish a business relationship as well as the type of work and percentage of work that the SLBE subcontractor will perform. Failure to submit any of the information required shall result in the bid being deemed non-responsive.

If the contractor is a certified SLBE and performs 100% of the project work, the SLBE contractor does not have to subcontract any of the work. Prime contractors must notify the College when the need to replace a SLBE subcontractor arises.

a. Substitution of SLBE Subcontractors

A prime contractor may replace a SLBE subcontractor who fails to meet the terms of their agreement.

The subcontractor must be replaced with another subcontractor who equally qualifies under the SLBE Initiative requirements. When a SLBE substitution is requested, the Director of Purchasing will require a letter from the prime contractor explaining why substitution is needed. The prime contractor shall attach a revised participation plan to the letter, along with a Miami Dade College SLBE Subcontractor Agreement form signed by both the prime and SLBE subcontractor. The Director of Purchasing in conjunction with the MSBE Office will issue a determination on these requests and notify the prime contractor. The College must approve all SLBE substitutions.

A SLBE subcontractor may not:

- 1) Subcontract work back to the prime contractor or any other entity;
- 2) Enter a sub-contract agreement with the intent of collecting or paying a broker's fee or commission;
- 3) Enter into an agreement with a prime contractor and not perform any of the direct labor or service activities specified in the contract.

b. Request for Waiver

Bidders unable to meet the SLBE subcontracting requirement may request a full or partial waiver. The bidder must demonstrate a “Good Faith Effort” to satisfy SLBE Initiative requirements, such as: documentation of timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SLBE subcontract opportunities on the MDC web site; solicitations of bids from all qualified SLBE firms listed in MSBE Office’s directory of certified SLBE firms; and documentation of correspondence from qualified SLBE firms indicating their unavailability to perform SLBE contracts. All waivers must be in writing and approval is subject solely to the College’s discretion.

II. Preference Point System

The College may award points for Architecture and Engineering (Professional Design), and Construction Services contracts based on an evaluation criteria of ten (10) total points (maximum). Contractors who are certified SLBEs and contractors utilizing certified SLBE subcontractors will be granted points in this process. Certified SLBE contractors bidding as prime contractors will receive the maximum number of points.

Table A, represents the number of points awarded for each proposed contract based on the percentage of work assigned to SLBE subcontractors by prime contractors. SLBE Project Participation percentages reflect the amount of the total contract value assigned to SLBE subcontractors.

Points may be awarded, as follows, based on a 100 - point scale or an alternately proportionate scale being used by the College:

TABLE A

<u>SLBE Project Participation</u>	<u>Award Points</u>
Certified SLBE Prime Contractor	10
41% - 49%	8
31% - 40%	6
21% - 30%	4
11% - 20%	2
Less Than 10%	0

a. Substitution of SLBE Subcontractors

A prime contractor may replace a SLBE subcontractor who fails to meet the terms of their agreement.

The subcontractor must be replaced with another subcontractor who equally qualifies under the SLBE Initiative requirements. When a SLBE substitution is requested, the Director Purchasing will require a letter from the prime contractor explaining why substitution is needed. The prime contractor shall attach a revised participation plan to the letter, along with a Miami Dade College SLBE Subcontractor Agreement form signed by both the prime and SLBE subcontractor. The Director of Purchasing in conjunction with the MSBE Office will issue a determination on these requests and notify the prime contractor. The College must approve all SLBE substitutions.

A SLBE subcontractor may not:

- 1) Subcontract work back to the prime contractor or any other entity;
- 2) Enter a sub-contract agreement with the intent of collecting or paying a broker's fee or commission;
- 3) Enter into an agreement with a prime contractor and not perform any of the direct labor or service activities specified in the contract.

III. Sheltered Market Incentive

The College may set aside specific contracts with a value up to \$1,000,000.00, for competition, exclusively for SLBEs in Architecture and Engineering, Construction, Goods and Services, and Professional Services.

In order for a project to qualify for this Incentive, there must be at least three qualified SLBE firms available and able to perform the services needed. These contracts will be identified prior to solicitation.

Contracts designated as Sheltered Market for which the College receives no bids may be removed from the Sheltered Market Program.

All bids received under Sheltered Market Program must meet the definition of responsible and responsive bidders.

IV. Failure to Perform Contract Requirements

1. Failure to satisfy contract requirements under any of these incentives may result in suspension from work with the College for a period of up to one year for failure to fulfill the SLBE Initiative requirements.
2. Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission related to its participation in or eligibility to participate in the College's Small Local Business Enterprises Initiative or in the performance of its obligation as an eligible local small business enterprise under a College contract, shall be in violation of this Initiative. This determination shall be solely at the decision of the College.

V. Evaluation of the Initiative

The College shall evaluate the success of the SLBE Initiative using any of the incentives outlined in this procedure, annually.

Definitions

Certification refers to the procedures and necessary documentation required to determine that a contractor, consultant, or vendor is a Local Business Enterprise, Small Business Enterprise as defined by the State of Florida Office of Supplier Diversity, the Miami-Dade County Government Department of Small Business Development or by other Miami Dade County entities with similar certification standards.

Contractor means a separate and distinguishable business entity with whom the College has entered into a legally binding agreement for performance of work.


“Local” means a vendor incorporated in the State of Florida with its principal place of business located in Miami-Dade County.

Responsible means a business that is capable in all aspects of fully performing the contract requirements and which has the integrity and reliability that will assure good faith performance.

Responsive means a business’ bid or proposal that conforms in all material respects to the invitation to bid or request for proposal

Solicitation means Request for Proposal, an Invitation to Bid or a Request for Quote

Subcontractor means any entity providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the College.

	2/17/2010
PRESIDENT	DATE

SECTION

10.0

**FEDERAL PROVISIONS
APPLICABLE TO FEDERAL GRANTS**

Federal Provisions for Federally Funded Agreements

Contract provisions for non-Federal Entity Contract Under Federal Awards.

All contracts made by Miami Dade College under a Federal awards must contain the following provisions. Contractor agrees to abide by the provisions, as applicable.

1. Violation or Breach of Contract Terms:

Contracts for more that the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Violation or Breach of Contract terms is governed by: Section 13 of the Contract.

2. Termination for Cause or Convenience:

For any contract in excess of \$10,000 made using federal funds, the following provision shall apply:

Termination for Convenience is governed by: Section 11.8.1 of the ITN and will be added to the final agreement.

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” See 2 C.F.R. Part 200, Appendix II(C).

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Contractor agrees that it shall comply with such provision.

Additionally, Proposer is to include the signed 12.3 Non-Discrimination in Employment Form found in the ITN solicitation.

4. Davis-Bacon Act:

For all construction contracts in excess of \$2,000, Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week.

Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Contractor certifies that Contractor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify Miami Dade College if Contractor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Proposer is to submit a signed CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR) form which is attached to this Addendum.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The undersigned Contractor certifies, to the best of his or her knowledge, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned Offeror/Contractor shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of

each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.*, apply to this certification and disclosure, if any.

Proposer is to submit a signed BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION FORM attached to this Addendum.

10. Procurement of Recovered Materials

Contractor Agrees that where applicable, it will comply with Section 6002 of the Solid Waste Disposal Act.

11. Domestic Preferences for Procurements

As appropriate and to the extent consistent with the law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). (See 2 CFR §200.322)

Contractor Agrees that where applicable, it will comply with 2 CFR §200.216.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

The Contractor is prohibited from providing to Miami Dade College any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT CONTRACTOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Contractor

Name: _____

Signature: _____

Title: _____

Date: _____

MIAMI DADE COLLEGE RFQ# 2025-RM-09

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION FORM

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

- (a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

- (1) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
 - a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - c) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
 - d) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

MIAMI DADE COLLEGE RFQ# 2025-RM-09

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR)

For all orders above the limit specified in FAR Section 52.209-6(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that--

The Offeror and/or any of its Principals--

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Offeror shall provide immediate written notice to Miami Dade College if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the University may render the Offeror nonresponsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to Miami Dade College, the College may terminate the contract resulting from this solicitation for default.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____