



REQUEST FOR QUALIFICATIONS

PROFESSIONAL SERVICES

**(ARCHITECTURAL, ENGINEERING AND OTHER
PROFESSIONAL TRADES)**

RFQ 2011-6-16

OPENING DATE:

FEB. 10, 2011

REQUEST FOR QUALIFICATIONS
ARCHITECTURAL AND ENGINEERING SERVICES
TABLE OF CONTENTS

	SECTION
❖ PURPOSE AND INTENT	1.0
❖ SCOPE OF WORK	1.5
❖ SCHEDULE OF EVENTS	3.0
❖ PROPOSAL INSTRUCTIONS	4.0
❖ PROPOSAL CONDITIONS	5.0
❖ REQUIRED INFORMATION	7.0
❖ SMALL LOCAL BUSINESS ENTERPRISE POLICY	8.0
❖ FORMS	9.0

1.0 PURPOSE AND INTENT

1.1 Purpose

The purpose of this Request for Qualifications (RFQ) is to select multiple Firms to provide Professional Services in various categories for capital projects thought the College. Questions regarding this RFQ must be directed to:

Ramon S. Bristol, CPPO, FCCM
Assistant Purchasing Director
Facilities/Plant Maintenance
305-237-2231
rbristol@mdc.edu

1.2 Intent

The intent of the College is to prequalify and select State of Florida Licensed Professionals services to provide the services outlined in this RFQ. Work will be assigned based on the firm's ability to complete the work in the required time frame and on the basis of experience with similar jobs. Jobs assigned under this contract will not exceed two million dollars **(\$2,000,000.00) per project**. Jobs exceeding two hundred thousand dollars **(\$200,000.00)** will require a 100% payment and performance bond. At the Owner's sole option, the contract may be renewed on a year to year basis. This is a non-exclusive contract, with no guaranteed minimum. The College reserves the right to make additional awards under this solicitation for a period of one hundred eighty (180) days after receipt of proposals. The intent of this proposal is to ensure single source responsibility for all material and labor proposed by each of the firms selected. The Proposer's use of subcontractors requires approval by the College.

1.3 Small Local Business Enterprise Policy and Procedure

The Board of Trustees approved the new Small Local Business Enterprise (SLBE) Policy VI-4 on July 21, 2009. (See Attached Policy) This solicitation reflects refinement and evolution of our ongoing strategic commitment to economic revitalization of our community through partnerships which foster growth and development of small and local businesses. These vendors provide goods, services, employment and careers for the College's graduates.

1.4 SPECIALIZED AREAS

The specialized areas are but not limited to:

- 001 Architecture – General
- 002 Historic Building Specialization
- 003 Architecture - Landscape
- 004 Architecture - Planning and Urban Design
- 005 Engineering - Civil
- 006 Engineering - Electrical
- 007 Engineering - Environmental
- 008 Engineering - Mechanical
- 009 Engineering - Structural
- 010 Engineering – Transportation Planning/Traffic Engineering
- 011 Land Surveying Services

It is the intent of this RFQ to evaluate and recommend award for each specialized category based on specific category qualifications. Firms are to submit qualifications for each category if applicable and shall not be limited to one (1) category.

1.5 SCOPE OF SERVICES

Select firms which will be assigned work on “as-needed basis” during the term of the contract. This contract will include, but not be limited to the following architectural or engineering services:

- Acoustics, Noise Abatement
- Air Pollution Control
- Auditoriums and Theaters
- Automation; Controls; Instrumentation
- Boundary Survey
- Bridges
- Codes; Standards; Ordinances
- Communications Systems; TV; Microwave
- Construction Management
- Cost Estimating
- Energy Conservation; New Energy Sources
- Environmental Impact Studies; Assessments or Statements
- Environmental Remediation and Emergency Clean-up (Fuel Spills)
- Fire Protection
- Garages; Vehicle Maintenance Facilities; Parking Decks
- Heating; Ventilating; Air Conditioning
- Highways; Streets; Airfield Paving; Parking Lots
- Interior Design; Space Planning
- Irrigation; Drainage
- Lab Testing Services

- Landscape Architecture
- Lighting (Interior, Display, Theater, etc.)
- Lighting (Exterior, Streets, Memorials, Athletic Fields, etc.)
- Planning (Community, Regional, Area-wide and State)
- Plumbing and Piping Design
- Recreation Facilities (Parks, Marinas, etc.)
- Rehabilitation (Buildings, Structures, Facilities, etc.)
- Right-of-Way Survey
- Safety Engineering; Accident Studies; OSHA Studies
- Security Systems; Intruder & Smoke Detection
- Sewage Collection, Treatment and Disposal
- Soils & Geologic Studies; Foundations
- Storage Tank Repair and Monitoring
- Structural Design; Special Structures
- Surveying; Platting; Mapping; Flood Plain Studies
- Swimming Pools
- Storm Water Handling & Facilities
- Testing & Inspection Services
- Topo Survey
- Value Analysis; Life-Cycling Costing
- Water Supply, Treatment and Distribution
- Zoning; Land Use Studies

The selected Architectural and Engineering firms will be responsible for reviewing all existing zoning ordinances and building codes. The teams will be responsible for incorporating all the above data into complete construction documents, including final working drawings, specifications, and bid documents necessary for the bidding and construction of the project, and in some instances, for construction management. The construction documents and drawings must comply with the College Facilities Management requirements and Florida Status (particularly surveys).

The selected firms will be responsible for obtaining all State, Federal and local permits and approvals necessary for the construction of all projects, and may be required to provide consulting services to the College on various matters which do not result in drawings or specifications.

2.0 BACKGROUND INFORMATION

2.1 The College

The College, hereinafter referred to as "MDC" or the "College," is a publicly supported College, which serves the populous metropolitan Miami Dade County through eight campuses and a number of off-campus centers. The

campuses are North Campus, Kendall Campus, Wolfson Campus, Medical Center Campus, Interamerican Campus, Homestead Campus, Hialeah Campus and West Campus. The Entrepreneurial Education Center (EEC) is an extension of the North Campus. The College offers both two-year and four-year Degrees.

The Wolfson Campus extension centers include Revest-Westchester and Revest-Hialeah. The Homestead Campus extension centers include Miami International Aviation Center (MIA) and Tamiami Airport Aviation Center (Tamiami). The number and locations of campuses and extension centers can and will vary during the term of this contract.

MDC is one of 28 colleges in the Florida system of Community Colleges 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 District 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, religion, marital status, age, national origin, handicaps or financial resources. 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 student's personal interests or to upgrade their occupational skills.

MDC MISSION - The mission of Miami Dade College is to provide accessible, affordable, high quality education by keeping the learner's needs at the center of the decision-making process and working in partnership with its dynamic, multi-cultural community.

As a political sub-division of the State of Florida the College is exempt from all Federal Excise Taxes and State Sales Tax. The College is also dedicated to fostering the continued development and economic growth of small and minority and women-owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the State. To this end, it is vital that minority and women-owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this and any solicitations made by the College.

3.0 SCHEDULE OF EVENTS

3.1 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 portions of timelines as required.

<u>DATE</u>	<u>EVENT</u>
1/14/2011	Legal Advertisement
1/14/2011	Issue RFQ
1/28/2011	Last date to present written questions
2/10/2011	Deadline for submittal of proposals (Proposals due prior to 3:00 p.m.)
TBD	Evaluation Committee Meetings
March 19, 2011	Approval by Board of Trustees

Exact time and location of each meeting will be publicly advertised. Any changes will be advertised and will be posted in the Purchasing Department's Webpage.

4.0 PROPOSAL INSTRUCTIONS

4.1 Proposer's Response to RFQ

One (1) original binder and one (1) digital copy in the form of compact disk (CD) of the sealed Proposer's Response to RFQ shall be submitted to Purchasing Department, Room 9254, Kendall Campus, 11011 SW 104 Street, Miami, FL 33176, no later than **3:00 pm (EST) on February 10, 2011.** *Digital copies must be an exact and complete copy of original binder and must include all signed documents, forms, certificates and licenses. Digital copy must be PDF format, one single file. Please provide thumbnails for each section.*

Proposer's Response to RFQ shall be submitted to Purchasing Department, no later than **3:00 pm (EST) on February 10, 2011. Digital copies must be an exact and complete copy of original binder and must include all signed documents, forms, certificates and licenses.**

The digital copy should be labeled with the following information:

- ❖ RFQ number
- ❖ General Contractor / Company name
- ❖ Proposer's name
- ❖ Address
- ❖ Telephone number
- ❖ Facsimile number
- ❖ Email Address

Proposals received after that day and time will be returned to the Proposer unopened and deemed as non-responsive. The time of receipt of the proposal will be based on the time kept in the College's Procurement Office. **Proposals must be submitted in sealed envelopes to the College and labeled RFQ 2011-6-16 and delivered to:**

Miami Dade College, Kendall Campus at 11011 SW 104 Street, Miami, Fl. 33176, Room 9254. Packages must be received no later than 3:00PM local time.

4.2 Contact with the College Personnel

Questions concerning this RFQ 2011-6-16 must be directed, in writing by email or fax, to Ramon Bristol at rbristol@mdc.edu. By Fax at 305-237-0024 and to no other person or department at the College. Please provide the following information when submitting your questions:

- ❖ RFQ number
- ❖ General Contractor / Company name
- ❖ Address
- ❖ Telephone number
- ❖ Facsimile number
- ❖ Proposer's name
- ❖ Number of pages being faxed or submitted
- ❖ Specific questions or Comments.

CONTACTING THE COLLEGE'S PERSONNEL OR MEMBERS OF THE COLLEGE'S DISTRICT BOARD OF TRUSTEES, EITHER DIRECTLY OR INDIRECTLY, REGARDING THIS RFQ, THE SELECTION PROCESS OR ANY ATTEMPT TO FURTHER A PROPOSER'S INTEREST IN BEING SELECTED, WILL RESULT IN THE PROPOSER BEING DISQUALIFIED.

5.0 PROPOSAL CONDITIONS

5.1 The College Options

The College may, at its sole and absolute discretion, reject any or all proposals, re-advertise this RFQ, postpone or cancel this RFQ process at any time, or waive any irregularities in this RFQ or in the proposals received as a result of this RFQ.

The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether an award shall ever be made as a result of this RFQ, shall be the sole and absolute discretion of the College.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this RFQ.

The submittal of a proposal will be considered by the College as constituting an offer by the Proposer to provide the services described in this RFQ.

5.2 Rules, Regulations, and Requirements

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.

5.3 Change of Proposal

Any Proposer, who desires to change his/her proposal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the proposal opening. The Proposer's name and the RFQ # shall appear on the envelope.

5.4 Withdrawal of Proposal

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

5.5 Modifications of Proposal

No unsolicited modifications to proposals will be permitted after the date and hour of the proposal opening.

5.6 Protest of RFQ Document

All Proposers are required to thoroughly review the RFQ document within a reasonable time after receipt. Any concerns or comments relating to the RFQ documents shall be brought to the attention of; **Ramon Bristol, Purchasing Manager/Facilities** in writing, promptly after receipt. ***However, if the Proposer desires to protest the RFQ document, or any of the specifications, requirements, or procedures thereof, the Proposer will 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 within seventy-two (72) hours after receipt of the proposal document.***

Failure to comply with this procedure will constitute a waiver by the Proposer of any right to later protest on the basis of the form, content and substance, including without limitation, the specifications, requirements or procedures, of the RFQ documents.

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 www.mdc.edu/purchasing. In the event an unsuccessful Proposer desires to protest the College's notice of intended decision to award or reject a proposal, that Proposer shall be required to comply with the **Miami Dade College Bid Protest Procedures 6010** (a copy of which is available from the Purchasing

Director at Miami Dade College, including, without limitation, filing a notice of protest with the Director of Purchasing, in writing, within seventy-two (72) hours after receipt of the notice or posting of the intended decision, and filing a formal written protest within ten (10) calendar days after the date the notice of protest is filed.

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

5.8 Payment and Performance Bond Requirements

The sureties of all bonds shall be of such Surety Company or companies as are reasonably approved by the College and are authorized to transact business in the State of Florida. No contract shall be deemed in effect until the College has approved the bond. Said performance bond shall remain in effect throughout the term of the contract, any extensions thereof, and for at least ninety (90) days after termination of the contract in any way.

6.0 EVALUATION/REJECTION OF PROPOSALS

6.1 Proposal Evaluation

All proposals will be evaluated on the basis of the following criteria: related experience; staffing and professional licensing; local, small business utilization plan and financial stability; insurance program; current workload; and organization of proposed team.

6.4 Acceptance/Rejection of Proposal

The College reserves the right to accept any proposal deemed to be in the best interest of the College, to waive any informality in any proposal, and to reject any and all proposals.

6.6 Requests for Additional Information

The College may request additional information from any firm during the proposal evaluation process.

6.7 Interviews

Proposers **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.

6.8 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”.

7.0 Required Forms

7.1 Letter of Intent and Summary: Not to Exceed 3 pages

Provide a brief introduction narrative highlighting the qualifications of the Applicant including component firm(s), legal nature of organization, and proposed organization chart indicating names of all key personnel available for project(s) including a Consultant Team Organizational Chart. Include in this section acknowledgement of MDC Contract Agreement Requirement as per section 3.0

Label this Response to Section 7.1

7.2 Federal Government Standard Form 330

A completed copy of current Federal Government Standard Form 330 (included by reference as to form) shall be properly executed by a duly authorized principal of the Applicant.

Label this Response to Section 7.2.

7.3 Licenses and Certificates: Not to Exceed 3 pages

The Applicant shall submit copies of current State of Florida professional registration license renewal for the Applicant (Corporate and all key professional personnel) and any Consultant proposed to be used on the Project. An Applicant and its consultants shall be properly registered to practice in the State of Florida with the appropriate state board governing the services offered. The Committee may verify the current status with the appropriate state board.

Label this Response to Section 7.3

7.4 Corporate Charter Registration: Not to Exceed 2 pages

The Applicant shall submit a copy of current State of Florida Department of Business and Professional Regulation's Certificate of Corporate Authorization showing Certificate No. and Certificate of Authorization date and designation of professional(s) qualifying the corporation to practice in the discipline for which it is applying (if applicable). In addition, Applicant, if corporation, shall submit a copy of State of Florida Department of State records indicating date of incorporation, corporation number, and date and status of most recent annual report.

Label this Response to Section 7.4

7.5 Joint Ventures: Not to Exceed 3 pages

Applicants submitting applications as joint ventures shall submit a copy of their joint venture agreement. The same information pertaining to the principal must be provided for all firms taking part in the joint venture.

Label this Response to Section 7.5

7.6 Financial Information:

If an Applicant is selected to the short list of candidates, the Applicant may be requested to submit its most recent review, preferably certified, prepared by an independent public accountant of the State of Florida and with the auditor's opinion in respect thereof. Please respond with acknowledgement of this requirement.

Label this Response to Section 7.6

7.7 Required Forms:

The following forms must be completed, signed and included with RFQ response:

- A. Proposal Cover Sheet
- B. Non-Discrimination Form
- C. Public Entity Crimes

Label this Response to Section 7.7

7.8 References: Not to Exceed 1 page

The Proposer must provide a list of minimum three (3) clients for which the Proposer is currently providing, or within the last five years has provided, services similar in size and scope to those outlined in this RFQ. References list provided shall include the client's name, address, a contact name and telephone number, date contract was entered into, and a brief description of the services provided. ***Do not include in your references any former or current employee of the College.*** In addition to the reference survey provided on RFQ package, the College will accept evaluation forms and/or reference letters issued by any unit of government. The proposer must provide a total of three (3) references in any of the forms describe above.

Label this Response to Section 7.8

7.9 Statement of Claims:

Describe and explain any pending litigation, major disputes, contract defaults, and/or claims against your firm in the last 5 years. ***Limit this information to the office submitting qualifications for this project.*** Name the litigants involved and the month and year the case or claim was filed, venue and a full description of the claims raised in the litigation. Please provide the name, phone number and email address of a contact person in your organization who can provide additional information or clarify any questions regarding these matters. If there is no litigation pending against your firm, please provide a notarized statement stating that fact.

Label this Response to Section 7.9

7.10 Affiliated, Related Firms, or Sub-Contractor(s) Information

The Proposer shall include information on affiliate or related firms (if any). The Proposer shall also include the information on any firms that will be used as sub-contractor(s) or are part of a joint venture.

This information shall include:

- ❖ The firm's name.
- ❖ Ownership information.
- ❖ Location, address.
- ❖ Responsibilities of each firm under this contract or response.

The use of sub-contractors requires the College's approval and all sub-contractors shall meet State, Local, County and City regulations, certifications and licensing.

If the Proposer is not proposing to use sub-contractors or other firms to provide the requested service, the Proposer must indicate, "This section is not applicable". Attached for SF 300 could be used to provide required information.

Label this Response to Section 7.10 Affiliated, Related Firms or Sub-Contractors Information.

7.11 Professional Liability Insurance:

At all times during the term of this Agreement, the Firm shall maintain, and cause its own consultants (including without limitation, any Consulting Architects/Engineers, to maintain, in full force and effect with insurance carriers duly authorized to do business as insurance companies in the State of Florida with a general policyholder's rating of "A" or better and financial rating of "A+" or better, according to the current publication of Best's Key Rating Guide, or any equivalent ratings promulgated by Best's Key Rating Guide and reasonably approved by the Board: (a) professional liability insurance (including contractual liability) covering errors, omissions or negligent acts arising out of the performance of professional services of the Firm or Consultant with limits not less than \$1,000,000; (b) Intentionally omitted; (c) comprehensive general liability insurance (including blanket contractual liability, broad form property damage, personal injury and products/completed operations) with limits of not less than \$1,000,000 per occurrence, for bodily injury, for property damage and for personal injury; (d) comprehensive automobile liability insurance (including hired, owned and non-owned vehicles) with limits of not less than \$1,000,000 per occurrence, for bodily injury and for property damage; (e) worker's compensation in compliance with Chapter 440, Florida Statutes, including employer's liability with limits of not less than \$200,000 per occurrence, and (f) valuable papers and records insurance with limits of not less than \$25,000 to cover costs of recreating or reconstructing any plans, drawings or other similar data relating to the Services in the care, custody or control of the Firm. In addition, any consultant must obtain and maintain adequate insurance to cover the risks associated with that work.

7.11.1 The Firm shall cause each consultant to purchase and maintain insurance of the type specified herein. Consultants' insurance shall have the same coverage and limits specified herein, unless otherwise agreed by the Owner in writing.

7.11.2 By appropriate riders or endorsements to such policies, the Board shall be included as an additional named insured under such policies (with the exception of the professional liability, comprehensive automobile liability insurance for hired and non-owned vehicles and workers' compensation policy), which endorsements or riders shall further provide that the coverage's there under shall be primary to any insurance carried by the Board. The Firm shall

provide, and cause its consultants to provide, the original copies of the riders or endorsements described above.

7.11.3 The insurance required by this Section shall be written for not less than the limits of liability specified hereunder or required by law, whichever is greater. Except for Professional Liability insurance, the Firm shall cause all coverage's to be on an occurrence basis, to the extent that they are commercially available. Professional Liability insurance shall be on a "claims made" basis. The Firm shall maintain, and cause its consultants to maintain, the full coverage of the policies which shall cover all claims made up to four (4) years after final acceptance by the Board. All deductibles and participation amounts on the policies of insurance shall be borne by the Firm or the consultant, as the case may be.

7.11.4 Upon the execution of this Agreement and upon the retention of the consultant if at a later date, the Firm shall furnish, and cause its consultants to furnish, as the case may be, to the Board two copies of a Certificate of Insurance from its insurance carriers reflecting that the Firm and the consultant's insurance coverage is consistent with the requirements under this Agreement and providing that such insurance carriers will notify the Board in writing at least thirty (30) days prior thereto. The Firm shall also deliver, and cause its consultants to deliver, to the Board a certified copy of all policies for the insurance described above.

7.11.5 The Firm and its consultants shall maintain all insurance required hereunder during the term of this Agreement. In the event that any of the coverage's required to be provided by the Firm or its consultants hereunder will be terminated, modified or not renewed, the Firm shall provide the Board with written notice thereof at least thirty (30) days prior to such event and obtain, or cause its consultants to obtain, as the case may be, the required replacement coverage. If such replacement coverage is not obtained by the Firm or its consultants, as the case may be, by the date in which the coverage is terminated, modifies or expires, the Firm may replace a non-complying consultant subject to the prior written consent of the Board, or if the Firm fails to obtain the replacement coverage, the Board shall be entitled to purchase such insurance on behalf of the Firm or its consultants at the sole cost and expense of the Firm, provided such insurance is at a reasonable cost, or, in the alternative, the Board may terminate this Agreement upon giving the Firm seven (7) days prior written notice.

7.11.6 Applications that do not comply with the instructions set forth and/or do not include the Qualifying Information required may be considered incomplete and may be rejected.

Label this Response to Section 7.11 Insurance Requirements.

7.12 Additional Information or Services

Proposer may include any additional information which may be helpful to the College in analyzing the Proposer's ability to provide the desired service, as noted in this RFQ.

Label this Response to Section 7.12 "Additional Information or Services"

7.13 FORM 330 EMPLOYEE FUNCTION CODES

Please ensure to include employee function codes listed in form 330 for each employee listed in section "G" of 330 form for disciplines your firm can provide with in-house resources.

8.0 MDC Small Local Business Enterprise Policy

The Board of Trustees approved the new Small Local Business Enterprise (SLBE) Policy VI-4 on July 21, 2009. (See Attached Policy) This solicitation reflects refinement and evolution of our ongoing strategic commitment to economic revitalization of our community through partnerships which foster growth and development of small and local businesses. These vendors provide goods, services, employment and careers for the College's graduates.

In accordance with the College's SLBE Procedure No. 6550, (See attached Procedure), all solicitations submitted for this Contract may require that all Contractors utilize or conform to MDC SLBE Procedure No. 6550. By establishing specific procedures the College may utilize any one of the three requirements: 1) Mandatory Subcontracting, 2) Preference Points, or 3) Sheltered Markets incentives, to encourage qualified small businesses to contract with the College. The College, at its discretion and based on the nature of the service may implement one of these initiatives in this contract process.

MANUAL OF POLICY

POLICY NUMBER: VI-4

PAGE 1 of 1

POLICY TITLE: Small Local Business Enterprise Initiative

LEGAL AUTHORITY: FLORIDA STATUTES 1001.64 and 288.703(1)

DATE OF LAST REVIEW: 7/21/2009

DATE OF BOARD ACTION: 7/21/2009

The College is committed to increasing its utilization of goods and services provided by small local businesses. The Small Local Business Enterprise Initiative is created to encourage economic development by assisting small local businesses to complete successfully for professional, construction, and goods and services contracts with the College.

Procurement incentives developed and utilized to encourage business with qualified small local firms may include, Sheltered Markets, Mandatory Subcontracting and Preference Points.

 7/21/09
CHAIRMANDATE

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 9.0

FORMS

STATEMENT OF NO RESPONSE

ARCHITECTURAL AND ENGINEERING SERVICES

Ramon Bristol
Purchasing Department
Miami Dade College
11011 S.W. 104th Street
Miami, FL 33176

The undersigned declines to submit a proposal for
RFQ # 2011-6-16, Professional Services, Architectural, Engineering and Other Professional Trades

Reason(s): _____

Signature

Title

Name of Firm

Telephone

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

PROPOSAL COVER SHEET

RFQ # 2011-6-16, Professional Services, Architectural, Engineering and Other Professional Trades

Sealed Proposals will be accepted in the Purchasing Department until 3:00 P.M. on said day, and may not be withdrawn for 150 days after opening.

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: _____

FEDERAL EMPLOYEE IDENTIFICATION (FEIN) NUMBER _____

BY: SIGNATURE (Manual): _____

BY: SIGNATURE (Typed): _____

TITLE: _____

**MIAMI DADE COLLEGE
NON-DISCRIMINATION IN EMPLOYMENT FORM**

(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 their race, creed, color, or national origin. 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 place by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

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

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

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

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

Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

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

Legal Name of Proposer: _____

By: _____
Signature (Manual)

By: _____
Name (Typed)

Date: _____

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

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

1. This sworn statement is submitted to **MIAMI DADE COLLEGE**
By _____
[Print individual's name and title]
For _____
[Print name of submitting sworn statement]
Whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.
[Social Security Number]
2. I understand that a "public entity crime" as defined in Paragraph Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

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

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Initial next to statement which applies.]

- _____ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or against who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

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 _____, 20____
personally known _____ OR produced
identification _____.

Notary Public – State of _____
My commission expires _____
(Type of Identification)

(Printed typed or stamped commission name of notary public)