Request for Proposal No. 2025 RM1-03

Training Providers for the MDC Miami Tech Works Grant Program

RFP OPENING: September 13, 2024

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

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

All proposal responses MUST be unloaded to the BidNet site by 3:00 P.M. EST, on September 13, 2024. Proposals received after 3:00 P.M. on September 13, 2024 will be deemed nonresponsive and receive no consideration.

CONTACT: ROMAN MARTINEZ, MPA, CPPO, CPPB
PURCHASING DIRECTOR

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1.0 PURPOSE, SCOPE, TERMS

1.1. Purpose

Miami Dade College is soliciting proposals from qualified service providers to assist in training on behalf of Miami Dade College's Miami Tech Works Grant.

Miami Tech Works is a program funded by the U.S. Department of Commerce's Economic Development Administration as part of the Good Jobs Challenge. This program supports South Florida's growing technology ecosystem and creates economic mobility for underserved workers. Miami Tech Works seeks an experienced training provider to offer upskilling tech training to local participants based on the most in-demand skills required for employment in South Florida.

It is the goal of the College, that through this RFP selection process, the College may prequalify one or several service providers. The RFP screening process will allow the College to generate a pool of professional firm(s) that will provide the College with the necessary services to support the effort in providing the training services.

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

The selected training provider(s) will be an essential player in the Tech Talent Coalition implemented as part of Miami Tech Works to train and place local talent in tech. The selected training provider must have a proven record of training and placing underserved workers who are unemployed or underemployed into well-paying quality jobs in tech.

The concept of a "good job" in this context is defined as a paid position of regular employment that aligns with the Good Jobs Principles. These principles emphasize that a good job should ensure that all workers are paid a stable, predictable living wage, receive basic benefits (e.g., paid leave, health insurance, retirement/savings plan), have safe working conditions, have the ability to form and join unions, and engage in protected, concerted activity without fear of retaliation, and have equitable opportunities and tools to progress to future good jobs.

Additionally, the training programs should focus on areas of high demand and key technology sectors as outlined in 42 U.S.C. § 19107, including:

- Artificial intelligence, machine learning, autonomy, and related advances;
- High performing computing, semiconductors, and advanced computer

hardware and software;

- Quantum information science and technology;
- Robotics, automation, and advanced manufacturing;
- Disaster prevention or mitigation (natural or anthropogenic);
- Advanced communications technology and immersive technology;
- Biotechnology, medical technology, genomics, and synthetic biology;
- Data storage, data management, distributed ledger technologies, and cybersecurity, including biometrics;
- Advanced energy and industrial efficiency technologies, such as batteries and advanced nuclear technologies, including for electric generation;
- Advanced materials science, including composites, 2D materials, other next-generation materials, and related manufacturing technologies.
- Other workforce training programs to be determined at a later date.

1.2 Deliverables

- Participate as a member of the Tech Talent Coalition meetings and sub-groups.
- Develop or improve upskilling training programs according to local employers' needs in tech, particularly focusing on the "Key Technology Focus Areas" as specified above.
- Recruit and provide tuition coverage to a minimum of 30 underserved workers who are unemployed or underemployed to participate in the program, ensuring that the training they receive aligns with the Good Jobs Principles.
- Train local participants with in-demand tech skills according to local employers' needs.
- Track and share student journey data (recruitment, retention, completion, and employment) for reporting purposes.
- Provide wraparound services that remove barriers and support a trainee in completing training activities.

- Secure placements for training completers into well-paying, quality jobs as defined by the Good Jobs Principles.

- Maintain close communication and reporting with Miami Dade College as the system lead for Miami Tech Works.

1.3 Terms

The period of performance under this contract is estimated to be from **October 1, 2024, through March 30, 2026**. The College reserves the right, as long as grant funds are available, to extend the contract as required.

2.0 Background Information

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, MDC-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. As democracy's College, MDC provides high quality teaching and learning experiences that are accessible and affordable to meet the needs of our diverse students and prepare them to be responsible global citizens and successful lifelong learners. The College embraces its responsibility to serve as an economic, cultural and civic beacon in our community.

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

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

3.0 Timeline

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

DATE	EVENT
08/21/24	RFP Issuance
08/22/24	Legal Advertisement
09/06/24	Last date to present written questions
09/10/24	Answers to Questions Posted
09/13/24	Deadline for submittal of proposals (Proposals due prior to 3:00 p.m. EST)
09/13/24	Last date to receive Performance Evaluation Surveys
09/17/24	Evaluation Committee Meeting
09/20/24	Presentations (Optional)
09/20/24	Posting of Award Recommendation
10/15/24	Award recommendation presented to the College Provost or depending on threshold to Board of Trustees for ratification
10/16/24	Contract Begins

The above timeline is subject to modification. If amendments are provided to the timeline, the College will issue public notice via BidNet and posting will be provided on the College's Purchasing Website under "Bid Postings".

4.0 PROPOSAL INSTRUCTIONS

4.1 Form of Vendor Response

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

Prospective proposers must register with BidNet at the following link:

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

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

Proposal submittals will be received through this BidNet's upload link before **September 13, 2024 at 3:00pm.** Proposals will not be accepted after 3:00 p.m. EST on **September 13, 2024**, late proposals will be not be considered and will be deemed non-responsive. The time of receipt of the proposal will be based on the time stamp provided by the BidNet uplink portal application. Proposals are to be labeled **RFP#2025-RM1-03.**

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

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

4.2 Contact with College Personnel

Questions concerning this RFP shall be directed to Roman Martinez, MPA, CPPO, CPPB Group Director, Purchasing at his email at rmartin9@mdc.edu and **to no other person or department at the College**. Questions and requests must be in writing and must be received no later than **September 6, 2024**, before 5:00 p.m. EST. The fax or email should contain the following information: RFP #2025-RM1-03, company name, address, phone number, facsimile number, the requestor's name, the number of pages being faxed or attached to the email and specific questions.

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, Dade County, or city government applicable to submitting a response to this RFP and to providing the services described herein.

4.4 Change of Proposal

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

4.5 Withdrawal of Proposal

A proposal may be withdrawn prior to proposal submission date of XX, 2021. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days after the date of the proposal opening, to provide the proposed services.

4.6 Modifications of Proposal

No unsolicited modifications to proposals will be permitted after the proposal submission deadline of **September 13, 2024.**

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

Proposer shall acknowledge all terms and conditions included in this RFP solicitation. Proposer understands these terms and conditions will be required of

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

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

5.0 EVALUATION PROCESS

5.1 Evaluation Committee Meetings

An Evaluation Committee will review all responsive and responsible proposals and will make a recommendation for award to the College President. The recommendation of the Evaluation Committee will be based on an evaluation of the proposals submitted based on the criteria outlined in **Section 5.4**. The final award recommendation will be presented to the College President who in turn will present the recommendation of award to the District Board of Trustees. The District Board of Trustees of Miami Dade College will make the final approval of any recommendation provided by the Evaluation Committee and the College President.

5.2 Presentation and 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. An optional site visit may be scheduled with the finalist, this will be determined at a later period in this RFP procurement process.

5.3 Response to RFP

The evaluation of the proposals will be based primarily on information provided by the Proposer; therefore, care should be taken to submit as much information as necessary to fully and completely respond to all sections of this RFP. Proposals that do not comply with the requirements of this RFP including, but not limited to, the use of required forms and the inclusion of all required materials and data may be deemed as "Non-Responsive" and will receive no further consideration.

5.4 Selection Criteria

In the evaluation of the responses to this RFP and in making a recommendation for award, the Evaluation Committee will consider a number of factors. These factors will include, but may not be limited to, the criteria as listed in this section. Information submitted in response to 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.

There are seven (7) Criteria items that comprise the Evaluation Criteria, these criteria items will facilitate the evaluation process and will provide the Evaluation Committee with a method to score each proposal received as part of this solicitation process. Each criterion will have a numerical weighted score and the determination of how each Proposer will receive their score is dependent on their response to the proposal requirements as outlined herein in this solicitation. The identified pints for each criteria is the maximum allowed for each criterion item. The Evaluation Committee will utilize a scale from 0 – 5 with 0 being lowest and

5 being highest. Below is table depicting the sample scoring scale the Evaluation Committee will be utilized:

Scoring Scale	
Score	Competency
5	**Significantly exceeds** requirements; achievable; applies best practices; clearly and concisely presented; logically organized; well-integrated.
4	**Somewhat exceeds** requirements; achievable; applies best practices; clearly and concisely presented; logically organized; well-integrated.
3	**Meets requirements**; achievable; suitable; acceptably presented; organized; integrated
2	**Somewhat less** than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganized; somewhat integrated
1	**Significantly less** than requirements; not fully achievable, suitable or addressed
0	**Not addressed** or failed to answer question appropriately

Evaluation Criteria	**Points**
Experience in Upskilling and Training Programs Experience developing and delivering upskilling programs that align with the Key Technology Focus Areas and the Good Jobs Principles. This includes a proven track record of training underserved populations and placing them into well-paying, quality jobs.	10
Recruitment of Underserved Workers Ability to recruit underserved, unemployed, or underemployed individuals and provide tuition coverage, ensuring their successful completion of the program.	10
Alignment with Key Technology Focus Areas Demonstrated expertise in delivering training programs within the Key Technology Focus Areas as outlined in 42 U.S.C. § 19107, ensuring that training content is relevant to current and emerging industry needs.	20
Job Placement and Adherence to Good Jobs Principles Experience and success in securing at least 75% job placements within 6 months of program completion for graduates in roles that meet the Good Jobs Principles, including stable wages, benefits, and career progression opportunities.	30
Reporting and Analytics Capabilities Ability to track, analyze, and report student journey data (recruitment, retention, completion, and employment), demonstrating transparency and effectiveness in program delivery.	15
References – Performance Evaluations Past performance as evaluated through references, particularly in similar projects involving upskilling and job placement in technology sectors.	5
Cost Proposal Cost-effectiveness and clarity of the cost proposal, ensuring that the proposed budget aligns with the delivery of high-quality training and support services.	10
Total	100

The Evaluation Committee will review all responsive and responsible proposals, applying this scoring methodology to determine the best-qualified provider for the Miami Tech Works Grant Program. Each criterion is weighted according to its importance in achieving the program's goals, particularly those related to the Good Jobs Principles and Key Technology Focus Areas.

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

5.5 Acceptance/Rejection of Proposals

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

5.6 Protest of Intended Decision

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

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

5.7 Contract Requirement

The successful Proposer will 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, based on the terms, conditions and services described in the RFP and the Proposer's response, the terms of which are acceptable to the College. In the event that a contract cannot be executed within sixty (60) days after the award, the College may give notice to such Proposer of intent to award the contract to the next most qualified Proposer or to call for new proposals, and may proceed to act accordingly.

5.8 Public Record

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

If a Proposer submits any documents or other information to the College which the Proposer claims is confidential information and exempt from Florida Statutes Chapter 119.07 ("Public Records Law"), the Proposer shall clearly designate that it is confidential information and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07.

The College shall notify the Proposer within three (3) business days of receiving a request in writing from another party for disclosure of any documents or other information provided by the Proposer to the College and designated as confidential information. The Proposer shall thereafter notify the College within seven (7) days after the date of written notification as to whether the Proposer intends to have the College continue to treat the information requested for disclosure as confidential information and pursue its claim of exemption from the Public Records Law in accordance with the process outlined below. The College may release the requested documents or other information to the requesting party within three (3) business days after the above reference seven (7) day period has elapsed or earlier, if required by law; unless (i) the Proposer states in its written response to the College that the Proposer shall, at its own cost and expense, immediately undertake all necessary legal actions, including the filing of any necessary papers

with a court or other tribunal, to establish or protect the confidential information and the claimed exception under the Public Records Law and to stay any requirement of the College to release the documents or other information. The Proposer must provide the college with evidence that the required documentation has been filed; (ii) the Proposer must provide written confirmation to the College that the Proposer shall indemnify and hold harmless the College and its trustees, officers, employees and agents, individually and collectively, from and against any and all loss, damages, expenses, demands, claims, liabilities or obligations (including interest, penalties, court costs, costs of preparation and investigation, reasonable attorney's fees and associated costs, whether suit is instituted or not and if instituted, at all tribunal levels); and (iii) the Proposer shall undertake no action that would expose the College, its trustees, officers, employees and agents to any civil or criminal liability. If at any time the Proposer determines to release such documents or other information previously claimed to be confidential information and exempt, or otherwise not to prosecute any action to make such a claim, the Proposer shall immediately notify the College in writing thereof.

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

6.0 REQUESTED INFORMATION

6.1 Requested Forms to Submit with Proposal Response

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

6.1.1 Proposal Cover Sheet

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

Label this Response to Section 6.1.1

6.1.2 Addendum Acknowledgement

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

Label this Response to Section 6.1.2

6.1.3 Non-Collusion Affidavit

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

Label this Response to Section 6.1.3

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 E-Verify

In order to meet all Federal, State and Local employments laws Miami Dade College adheres to the E-Verify registration of Contractors that are to perform services as a result of this RFP selection. Contractor selected to provide services under this solicitation are requested to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

2. All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with Miami Dade College.

Proposer is to provide confirmation in their proposal response that they will be in compliance with this request. Additionally, proposer is to complete the form entitled "Affidavit Regarding Unauthorized Aliens under 448.095, Florida Statutes" found on Section 9 this RFP solicitation and submit the completed form with their proposal response.

Label this Response to Section 6.1.7

6.1.8 Required Affidavit Regarding the Use of Coercion for Labor and Services

As per State Statute 787.06(13) all proposers of this RFP and subsequent contracts issued as a result of this RFP must complete this form and include the form with their proposal response.

Label this Response to Section 6.1.8

6.2 References – Performance Evaluation Surveys

Proposers are to submit a minimum of five (5) and a maximum of seven (7) references that best exemplify the training, upskilling, and job placement services they have successfully provided to past clients. These references should ideally reflect the proposer's experience in delivering programs aligned with the Good Jobs Principles and within the Key Technology Focus Areas.

A "good job" in this context is defined as a paid position of regular employment that aligns with the Good Jobs Principles. These principles emphasize that a good job should ensure that all workers are paid a stable, predictable living wage, receive basic benefits (e.g., paid leave, health insurance, retirement/savings plan), have safe working conditions, have the ability to form and join unions, and engage in protected, concerted activity without fear of retaliation, and have equitable opportunities and tools to progress to future good jobs.

- Key technology sectors as outlined in 42 U.S.C. § 19107, including:
- Artificial intelligence, machine learning, autonomy, and related advances;
- High performing computing, semiconductors, and advanced computer hardware and software;
- Quantum information science and technology;
- Robotics, automation, and advanced manufacturing;
- Disaster prevention or mitigation (natural or anthropogenic);
- Advanced communications technology and immersive technology;

- Biotechnology, medical technology, genomics, and synthetic biology;
- Data storage, data management, distributed ledger technologies, and cybersecurity, including biometrics;
- Advanced energy and industrial efficiency technologies, such as batteries and advanced nuclear technologies, including for electric generation;
- Advanced materials science, including composites, 2D materials, other next-generation materials, and related manufacturing technologies.

Proposers are advised that the College may contact any of the submitted reference contacts as to any clarification as to the submitted reference. 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, to your present or past clients, the Performance Evaluation Letter and Survey attached herein on **pages 46 & 47** and request that your client submit the completed survey **(page 47 to Roman Martinez, Group Director - Purchasing to his e-mail at rmartin9@mdc.edu)**

Please note, that we will not accept Client Surveys being sent to our office from the office of the proposer, the effort by the proposers is to have their clients send the Surveys to MDC's Purchasing Department. Final date for the receipt of Performance Surveys in the Purchasing Department is end of business day on **September 13, 2024**, any survey submitted after this date will not be evaluated or considered.

In addition to the above, please provide a list of those clients you have contacted and that will be sending the Performance Evaluation Surveys to the College. Please use the Client Reference form on **page 48** to list your client contacts and submit this form as part of your proposal.

Label this Response to Section 6.2

6.3 Company Information

In order to evaluate the abilities of the Proposer to perform the services requested, information about each Company is requested to be submitted to assist the evaluation committee in determining the Company's ability to meet the criteria s outlined on Section 5.4, which are to be considered in the award of this RFP. This

section identifies specific information that is requested to be submitted in the proposal response.

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

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

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

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

D. Current number of employees.

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

Label this Response to Section 6.3

6.4 Proposed Project Personnel

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

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

B. The role of the individual on the project.

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

D. The amount of the individual's time dedicated to this project, e.g., 50% level of effort.

E. Proposed work location for each individual.

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 6.4.

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 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 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 6.7

6.8 Indemnification Agreement

The Contractor shall indemnify and hold harmless the College, its District Board of Trustees, officers, employees, agents, and other representative, individually and collectively (collectively, the "College Indemnities") from and against any and all Liabilities incurred by any of the College Indemnities. For purposes hereof,

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

The Contractor must acknowledge acceptance of the Indemnification Agreement.

Label this acceptance Response to Section 6.8

6.9 Federal provisions related to Grant Funded Projects

Services under this RFP will be provided under a U.S. Department of Commerce's Economic Development Administration Grant. As such the selected service provider must comply will all Federal Grant provisions. Proposers is to review a Section 10 of this RFP solicitation for the listing of all Federal Grant provisions and submit all the forms in this Section in compliance with any Federal Grant provisions whereby grant funds are utilized for payment of their services.

6.10 Request to Waive Requirement

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

Label this Response to Section 6.10

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 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

7.0 STATEMENT OF WORK

Miami Dade College is soliciting proposals from qualified service providers to assist in training on behalf of Miami Dade College's Miami Tech Works Grant Program.

7.1 Deliverables

The selected training provider is expected to deliver the following:

- **Participate in Tech Talent Coalition:** Actively participate as a member of the Tech Talent Coalition meetings and sub-groups to ensure alignment with regional tech workforce needs and collaborative efforts.

- **Develop or Enhance Upskilling Training Programs:** Develop new or improve existing upskilling training programs to meet the evolving needs of local employers in the tech sector. Training programs must be flexible and adaptive to feedback from Tech Talent Coalition employer members, particularly within the Key Technology Focus Areas outlined by 42 U.S.C. § 19107, including but not limited to:

    - Artificial intelligence, machine learning, and related advances.
    - High-performing computing, semiconductors, and advanced computer hardware and software.
    - Quantum information science and technology.
    - Robotics, automation, and advanced manufacturing.
    - Disaster prevention or mitigation technologies.
    - Advanced communications technology and immersive technology.
    - Biotechnology, medical technology, genomics, and synthetic biology.
    - Data management, cybersecurity, and related technologies.
    - Advanced energy and industrial efficiency technologies.
    - Advanced materials science and related manufacturing technologies.

- **Recruitment and Tuition Coverage:** Recruit at least 30 underserved workers who are unemployed or underemployed to participate in the training program. Provide tuition coverage for these participants, ensuring that the training offered aligns with the Good Jobs Principles. These principles require that the jobs secured after training provide a stable, predictable living wage, basic benefits (e.g., paid leave, health insurance, retirement/savings plan), safe working conditions, and opportunities for career progression.

- **In-Demand Tech Skills Training:** Deliver training that equips participants with the in-demand tech skills required by local employers, ensuring that these skills are relevant to the identified Key Technology Focus Areas and adhere to the Good Jobs Principles.

- **Data Tracking and Reporting:** Track and report on student journey data, including recruitment, retention, completion, and employment outcomes. This data should be shared regularly with Miami Tech Works to facilitate transparent reporting and continuous program improvement.

- **Wraparound Support Services:** Provide comprehensive support services that address and remove barriers to training completion. This may include, but is not limited to, transportation assistance, childcare support, and access to necessary technology or resources.

- **Job Placement:** Secure placements for training completers in well-paying, quality jobs that adhere to the Good Jobs Principles. This includes jobs that offer a living wage, basic benefits, safe working conditions, and opportunities for advancement.

- **Communication and Reporting:** Maintain ongoing communication with Miami Tech Works, ensuring timely and accurate reporting on all deliverables and program outcomes.

Label this Response to Section 7.1.

7.2 Training and Support Services

The proposer must detail how their training services will be provided, specifically addressing the development and delivery of programs that align with the **Key Technology Focus Areas** and adhere to the **Good Jobs Principles.** This includes methods for adapting training to employer needs, recruitment strategies for underserved populations, and the provision of comprehensive support services.

Label this Response to Section 7.2.

7.3 Reporting and Analytics

The proposer must outline their approach to tracking and sharing student journey data (recruitment, retention, completion, and employment) for reporting purposes. Emphasis should be placed on how this data will be used to ensure program effectiveness and alignment with the **Good Jobs Principles**.

Label this Response to Section 7.3.

7.4 Experience in Job Placement

The proposer must provide detailed information on their experience in job placement, particularly in securing roles that meet the **Good Jobs Principles** criteria. They should explain their strategies for ensuring that program graduates

are placed into jobs that provide living wages, benefits, safe working conditions, and opportunities for career progression.

Label this Response to Section 7.4.

7.5 Cost Proposal

The proposer must provide a detailed cost proposal that includes all costs associated with **training, recruitment, reporting, job placement, and support services**. The proposal should clearly outline how these costs support the delivery of training aligned with the **Key Technology Focus Areas** and the fulfillment of the **Good Jobs Principles**.

Key Personnel: Proposers must also include resumes of key personnel who will be responsible for executing the proposed training and support services. These resumes should include:

- Current job title and responsibilities
- Relevant experience, particularly in delivering training and job placement programs
- Experience in the Key Technology Focus Areas
- Experience working with underserved populations
- Educational background and relevant certifications
- Any other relevant information that demonstrates the individual's qualifications and ability to contribute to the successful delivery of the program

Label this Response to Section 7.5.

8.0 GENERAL TERMS AND CONDITIONS

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

8.1 Contract

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

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

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

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

8.2 Modification of the Contract

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

8.3 Assignment of the Contract

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

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

8.4 Paragraph Headings

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

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 RFP, the contract executed in connection with the RFP, and the provision of services under the RFP and the RFP contract. The term "Laws" as used in this provision shall be deemed to include all laws which are specifically applicable to the College, as a political subdivision of the State of Florida and an educational institution.

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

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

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 RFP or the contract for this RFP shall prevent the College from pursuing any other remedies at law or in equity that the College may have against the Contractor.

8.7.1 Termination without Cause

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

8.7.2 Termination for Cause

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

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

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

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

8.7.3 Suspension

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

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

8.7.4 Default

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

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

8.7.5 Non-Appropriations

Any contract entered into by the College resulting from the RFP process, shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contractor shall not prohibit or otherwise limit the College's right to pursue and

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 RFP specifications, and the successful firm shall be held responsible therefore. Deviations must be explained in detail and placed as response to Section 6.10, Request to Waive Requirement.

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 period of performance under this contract is estimated to be from January 1, 2025 through March 30, 2026. The College reserves the right, as long as grant funds are available, to extend the contract for an additional one-year renewal at the College's discretion.

8.11 Invoicing for Services

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

8.12 Bankruptcy

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

8.13 Official Notices

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

Mr. Roman Martinez, MPA, CPPO, CPPB, Group Director, Purchasing
Miami Dade College
Purchasing Department – Rm. #9254
11011 SW 104th Street – Miami, FL 33176

With Copies to:

Mr. Javier A. Ley-Soto, Esq., College General Counsel
Miami Dade College
Legal Affairs
300 N.E. 2nd Avenue, Room 1453
Miami, FL 33132.

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 TO BE SUBMITTED BY PROPOSER

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

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

9.1 PROPOSAL COVER SHEET

REQUEST FOR PROPOSAL RFP # 2025-RM1-03

Training Providers for the MDC Miami Tech Works Grant Program

Sealed Proposals will be accepted thru BidNet until 3:00 P.M. EST on **September 13, 2024**

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

LEGAL NAME OF PROPOSER(S) _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

E-MAIL CONTACT: _____

FEDERAL EMPLOYEE IDENTIFICATION (FEIN) NUMBER _____

BY: SIGNATURE (Manual): _____

BY: SIGNATURE (Typed): _____

TITLE: _____

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

Name _____ Phone _____ Email _____

9.2 ACKOWLEDGEMENT OF ADDENDA

REQUEST FOR PROPOSAL RFP # 2025-RM1-03

Training Providers for the MDC Miami Tech Works Grant Program

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 PROPOSAL RFP # 2025-RM1-03

Training Providers for the MDC Miami Tech Works Grant Program

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

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

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

Signature _____

Company Name _____

Date _____

_____
Subscribed and sworn to before me this

_____ day of _____, 2024.

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

_____. My commission expires: _____

9.4 CONFLICT OF INTEREST FORM

REQUEST FOR PROPOSAL RFP # 2025-RM1-03

Training Providers for the MDC Miami Tech Works Grant Program

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

Signature _____

Company Name _____

Date _____

_____

Subscribed and sworn to before me this

_____ day of _____, 2024.

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

_____. My commission expires: _____

MIAMI DADE COLLEGE
REQUEST FOR PROPOSAL RFP # 2025-RM1-03
Training Providers for the MDC Miami Tech Works Grant Program

9.5 NON-DISCRIMINATION IN EMPLOYMENT FORM

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

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

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

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

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

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

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

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

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

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

Legal Name of Proposer:_____

By: _____
Signature (Manual)

By: _____
Name (Typed)

Date:_____

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

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

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

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

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

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

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

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

   An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

_____

[Signature]

Sworn to and subscribed before me this _____ day of _____, 20_____ personally known _____ OR produced identification_____.

Notary Public – State of _____

My commission expires _____

(Type of Identification)

_____

9.7 AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER 448.095, FLORIDA STATUTES

MIAMI DADE COLLEGE
Request for Proposals (RFP) 2025-RM1-03
Training Providers for the MDC Miami Tech Works Grant Program

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

(Printed typed or stamped commission name of notary public)

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: _____

Date:

To:

Phone:
Fax:
E-mail:

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

To Whom It May Concern:

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

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

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to Roman Martinez **by September 13, 2024, or earlier** to the following e-mail at rmartin9@mdc.edu

Thank you for your time and effort.

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

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 students served annually: _____

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

_____

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

NO	CRITERIA	UNIT	
1	Quality of Service provided to your Company/Agency	(1-10)	
2	Performance of individual personnel providing the services	(1-10)	
3	Ability to meet project milestones and schedules	(1-10)	
4	Effectiveness of reporting and analytics capabilities	(1-10)	
5	Success in job placement aligned with Good Jobs Principles	(1-10)	
6	Ability to deliver training in Key Technology Focus Areas	(1-10)	
7	Overall customer satisfaction: would you select this vendor again?	(1-10)	

Overall Comments:_____

PLEASE E-MAIL THIS QUESTIONNAIRE TO ROMAN MARTINEZ AT
rmartin9@mdc.edu
By or Before 09/13/2024 by 5pm

MIAMI DADE COLLEGE
RFP-2025-RM1-03

(Proposer to submit this form with their proposal submission)

PERFORMANCE EVALUATION SURVEYS FOR_____

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

SECTION 10.0

FEDERAL GRANT PROVISIONS
APPLICABLE TO FEDERAL GRANT PROJECTS

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 8.7 of this RFP solicitation

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 8.7.2 of this RFP solicitation

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.

Proposer is to submit the form 9.6 NON-DISCRIMINATION IN EMPLOYMENT FORM found in Section 9 of this 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.

Proposers is to complete and submit the CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR) form found in Section 10 of this ITN solicitation.

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.

Proposers is to complete and submit the BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION FORM found in Section 10 of this ITN solicitation.

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 FUTHER ACKNOWLEDGED THAT CONTRACTOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Contractor

Name: _____

Signature:_____

Title: _____

Date: _____

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 theprovisions 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 cooperativeagreement, 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 oremployee 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 thatall 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 provisionor 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: _____

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 additionto other remedies available to Miami Dade College, the College may terminate the contract resulting from this solicitation for default.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____