MIAMI DADE COLLEGE
PURCHASING DEPARTMENT
11011 SW 104th Street, Miami, Florida 33176

PHONE: 305-237-0039 **BUYER: Elizabeth Reyes**

INVITATION TO BID NUMBER: 2024-ER-24

BID TITLE PRINTING OF THE COLLEGE FORUM NEWSLETTER (QUARTERLY ISSUES-4 PER YEAR)

All prospective proposers that would be interested in providing a response to this ITB solicitation are invited to download the bid document for your perusal. All College solicitations can be downloaded from BidNet Direct which is 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 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 August 8, 2024. Proposals will be unable to be received after 3:00 P.M. on August 8, 2024, all late proposals will be deemed nonresponsive and receive no consideration.

BIDDER CERTIFICATION AND IDENTIFICATION.

A. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder. *(Please Type or Print Below)*

LEGAL NAME OFBIDDER/COMPANY: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

SIGNATURE: _____ FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

PRINT NAME: _____ TITLE: _____

PHONE: _____ DATE: _____

INSTRUCTIONS TO BIDDERS

I. PREPARING OF BIDS.

A. BIDS ARE TO BE SUBMITTED VIA BIDNET ONLY

B. BIDDER IDENTIFICATION. Failure to indicate the bidder's EXACT legal name may rule the bid irregular. An unsigned bid is considered a "No Bid".

C. INSTRUCTIONS TO BIDDERS define conditions of the bid. SPECIAL CONDITIONS defined elsewhere in the bid supersede requirements of INSTRUCTIONS TO BIDDERS when the two are in conflict.

D. INVITATION BID FORM defines items to be purchased and must be completed and submitted. Bidder's name MUST appear on EACH page.

1. ITEM SPECIFICATIONS. Specifying of a certain brand, make or manufacturer is to denote the quality, type and standard of the article desired, and articles offered must be of equal or superior grade. On blank lines provided, the bidder must insert the brand name, manufacturer's number, and any other information necessary to sufficiently identify articles offered. Failure to do so may prevent consideration of the item.
2. PRICES. The bidder shall quote a net unit price only for each item; but the College reserves the right to award on a unit basis, or on any combination of units, or, if an Alternate Bid is invited, on such terms as are specified for the Alternate Bid. All prices bid shall include delivery F.O.B. Miami, all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated and there received by the designated agent of the College. Discounts will not be considered; and the College is exempt from all Federal Excise Taxes and State Sales Taxes. (Note: Federal Excise Tax Exemption Certificates will be furnished on request). The College's State of Florida Sales Tax Exemption Number is 85-8012557334C-1.

II. SUBMITTING OF BIDS.

Sealed proposals shall be submitted to the to Miami Dade College electronically via BidNet at:

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

Delivery of the proposals to the College's mailroom or to any location other than thru BidNet's submission portal is not allowed and does not meet the requirements for delivery. It is the sole responsibility of the Proposer to assure that the proposal is delivered according to the terms of this section. No paper or electronic copies of the response to this ITB shall be submitted to any other office or department at the College.

Provide one pdf copy of the proposal submissio

BID SAMPLES.

A. If samples are required, specific instructions will be given in the Invitation to Bid Form.

B. IDENTIFICATION. Each sample shall be identified with the (1) Bidder's name, (2) Bid Number, (3) Item Number, (4) Product Trade Name and Number.

C. PAYMENT FOR SAMPLES. The College will buy no samples and will assume no cost incidental thereto,

D. RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders for 14 days after bid award date, and by successful bidders for 14 days after final payment; but the College will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

III. CHANGE OR WITHDRAWAL OF BIDS.

A. PRIOR TO BID OPENING. Should the Bidder desire to change or withdraw his bid he shall do so in writing, this communication to be received by the Purchasing Agent, 11011 S.W. 104th Street, prior to date and hour of bid opening. The Bidder's name and the Bid number must appear on the envelope.

B. AFTER BID OPENING. After bids are opened they may not be changed; and they may not be withdrawn for 150 days after the advertised opening date, unless otherwise specified on the INVITATION TO BIDFORM.

IV. REJECTION OF BIDS.

B. The College reserves the right to reject any or all bids.

V. AWARDS.

A. BASIS OF AWARDS. The recommendations of the Purchasing Department are based on an evaluation of bids submitted. Awards will be made by the District Board of Trustees, to the lowest responsible bidder consistent with receiving maximum value for money expended.

B. INCREASE OR DECREASE IN BID QUANTITY. At the time of award, and with mutual consent of the Purchasing Department and the vendor, the quantity of any item(s) included in the bid may be increased or decreased.

C. OFFICIAL AWARD DATE. Awards become official at 9:00 A.M. on the second day following the award by the College.

D. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE: Bid Bonds when required, shall be submitted with the bid in the amount specified. Bid bonds will be returned to unsuccessful bidders. When a performance bond or certificate of insurance is requested and after acceptance of bid, the Purchasing Department will notify the successful bidder to submit a performance bond and certificates of insurance in the amount specified in the Notes Section of this Invitation to Bid Form. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder. Bidders, in lieu of a bond may submit a cashier's check, certified check or other acceptable document in the amount stated in the bid document. All Surety Companies are subject to College approval and may be rejected by the College without cause, in the same manner that bids may be rejected. Release of the performance bond or check will be made when all merchandise or work has been accepted and invoices have been approved for payment.

E. DEFAULT. In the event that the successful bidder refuses to accept the purchase order, then he shall pay to the District Board of Trustees as liquidated damages an amount equal to 25 percent of the unit price bid times the quantity, or $50.00, whichever is the larger amount. The bidder in question who fails to pay the penalty within 15 days after it is invoked shall lose eligibility to transact business with the Board for a period of one (1) year after the bid awarded date.

VI. GENERAL REQUIREMENTS.

A. INSPECTION DURING MANUFACTURE. The College reserves the right to have inspectors on the premises of manufacturers during the manufacture of any products being furnished under the contract or as long as may be considered necessary by the College, all expenses of Inspectors to be paid by the College.

B. PACKAGING.

A. TYPE. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The College assumes no responsibility for damages of any kind incurred in transit.

B. CONTAINER IDENTIFICATION. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container: (a) Bid number, (b) Contractor's Name and-or Trademark, (c) Names(s) of Item(s) contained (d) Item Number(s) with Quanity(ies).

C. DELIVERY. unless otherwise specified, deliveries shall be made between the hours of 7:30 A.M. and 3:30 P.M. except on Saturdays, Sundays, or Holidays, when all offices are closed. Merchandise shall be delivered to and unloaded at the receiving station at the site designated in the INVITATION

TO BID FORM and there received by the designated agent of the College. One copy of the invoice or a Delivery Ticket, showing Item(s), Price(s), and Bid Number and-or Purchase Order Number must accompany delivery of merchandise.

D. RECEIVING INSPECTION AND TESTING. The College reserves the right to reject any and all materials delivered which in the opinion of the College, or its authorized agent, do not comply with all bid requirements; and all materials so rejected shall be removed and replaced promptly by the bidder at no cost to the College.

E. INVOICES. Unless otherwise specified, two copies of the invoice must be sent to the Accounts Payable Department, Miami Dade College, 11011 S.W. 104th Street, Miami, Florida 33176. Invoices must be those of the bidder and must show Item(s), Price(s), and Bid Numbers and-or Purchase Order Number.

F. PAYMENT. Unless otherwise indicated, payment will be made on or before 45 days after delivery, inspection, and acceptance by the College. Payment will be made only to the bidder,

G. The attached HEALTH, EDUCATION & WELFARE form No. 429 "Nondiscrimination in Employment" is considered to be an integral part of the specifications of this bid.

THE COLLEGE MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, OR IN THE INVITATION TO BID FORM, OR IN ATTACHMENTS WHICH BECOME PART OF THE BID.

MIAMI DADE COLLEGE
MIAMI, FLORIDA

Elizabeth Reyes
Purchasing Buyer

An Equal Access/Equal Opportunity College
Rev. 05/08/2012

NONDISCRIMINATION IN EMPLOYMENT

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977
as amended by Executive Order 11114, June 22, 1963, 26 FR 6485)

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor 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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

"(3) The contractor will send to each labor union or representative or 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor 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 contractor 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 contractor's noncompliance with the nondiscrimination 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 contractor 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 contractor will include the provisions of paragraphs (1) through (7) in every subcontract of 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 contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

LYA – Rev. 09/4/03

BACKGROUND INFORMATION

Miami Dade College is the largest institution of higher education in America, enrolling more than 145,000 students at eight campuses throughout Miami-Dade County. The College is the hub of higher education opportunity for the diverse population of South Florida. Its mission is to provide accessible, affordable, high-quality education by keeping the learner's needs at the center of the decision-making process and working in partnership with its dynamic, multi-cultural community.

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 District President in all matters pertaining to the governance and operation of the College. The District Board is responsible to the State Board of Education and the State Commissioner of Education. Through its open-door policy, the College provides educational opportunities to all, regardless of sex, race, religion, marital status, age, national origin, handicaps or financial resources.

MDC offers more than 200 major areas of study through the Associate in Arts, Associate in Science, and several new Baccalaureate programs. MDC also offers a full range of short-term professional certification, career enhancement and specialized programs to meet the needs of the greater metropolitan Miami community. In fact, 38% of MDC students are adult learners, over the age of 26. The average age of MDC students is 27 years old.

As a political sub-division of the State of Florida, the College is exempt from all Federal Excise Taxes and State Sales Tax. The College is also dedicated to fostering the continued development and economic growth of small, minority and women-owned businesses.

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

BID TERMS AND CONDITIONS

1. **BID PREPARATION**
   (a) Proposers are required to submit one (1) electronic PDF copy of the bid response via Bidnet. All bid responses must be clearly labeled with the BID number, title and the bid due date and time.
   b) PROPOSER IDENTIFICATION:
   Proposers must state their legal name and the company's legal name, as reflected on the Florida Division of Corporations' website www.sunbiz.org, and any other fictitious name in which the company conducts business.
   Failure to indicate the EXACT legal name(s) may rule the bid irregular. An unsigned bid is considered a "No Bid."

2. S**tatement of No Response**

   If you are declining to submit a proposal, please return the Statement of No Response, located in the forms section.

3. **REJECTION OF BIDS**

   The College reserves the right to reject any or all bids.

4. **AWARDS**
   1. BASIS OF AWARDS: The recommendations of the Purchasing Department are based on an evaluation of bids submitted. Awards will be made by the District Board of Trustees, to the lowest, responsive, responsible Proposer consistent with receiving maximum value for money intended to be expended. The College reserves the right to award to more than one Proposer under each selection pool depending on pricing and to ensure availability of product.
   2. OFFICIAL AWARD DATE: All award of agreements will be announced on the College's Purchasing web-site.

5. **Form of Proposer Response**

   Sealed proposals shall be submitted to the to Miami Dade College electronically via BidNet at:
   https://www.bidnetdirect.com/florida/miamidadecollege
   Response must be submitted before the opening time of 3:00 p.m. on August 6, 2024. No Proposals submissions will be allowed to uploaded to the BidNet site after 3:00 p.m. on August 6, 2024. The time of receipt of the proposal will be based on the time kept in the BidNet's electronic submission portal. Proposals are to be labeled ITB#2024-ER- – PRINTING OF THE COLLEGE FORUM NEWSLETTER (QUARTERLY ISSUES-4 PER YEAR)

   Delivery of the proposals to the College's mailroom or to any location other than thru BidNet's submission portal is not allowed and does not meet the requirements for delivery. It is the sole responsibility of the Proposer to assure that the proposal is delivered according to the terms of this section. No paper or electronic copies of the response to this ITB shall be submitted to any other office or department at the College.
   Provide one pdf copy of the proposal submission via the BidNet submission portal.

6. Contact with College Personnel

Questions concerning this BID shall be directed to Elizabeth Reyes - Buyer, by FAX to (305) 237-0024 or email at ereyes3@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 August 1st, 2024, before 5:00 P.M. E.S.T. The fax or email should contain the following information: BID #2024-ER-, 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.

CONE OF SILENCE: FROM THE TIME THE PUBLIC ADVERTISEMENT OF THIS BID TAKES PLACE UNTIL 72 HOURS AFTER THE BID IS AWARDED AND APPROVED BY THE BOARD OF TRUSTEES, A PROPOSER SHALL NOT CONTACT ANY OTHER COLLEGE PERSONNEL OR MEMBERS OF THE COLLEGE'S DISTRICT BOARD OF TRUSTEES, OR ADMINISTRATIVE STAFF EITHER DIRECTLY OR INDIRECTLY, TO DISCUSS THIS SOLICITATION OR THE SELECTION PROCESS, OR IN AN ATTEMPT TO FURTHER THEIR INTEREST IN BEING SELECTED. FAILURE TO ABIDE BY THE CONE OF SILENCE POLICY IS GROUNDS FOR IMMEDIATE DISQUALIFICATION FROM THIS BID PROCESS AND RESPONDENT WILL NOT RECEIVE FURTHER CONSIDERATION IN REFERENCE THIS BID.

7. Public Record

1. The Proposer shall allow public access to all documents, papers, letters, or other public records as defined in Section 119.011(12), Florida Statutes, as may be amended, as prescribed by Section 119.07(1), Florida Statutes, made or received by the Proposer in conjunction with this Agreement except that public records which are made confidential by law must be protected from disclosure. As required by Section 287.058(1)(c), Florida Statutes, it is expressly understood that the Proposer's failure to comply with this provision shall constitute an immediate breach of contract for which the College may unilaterally terminate this Agreement. Notwithstanding the foregoing, the Proposer may withhold any documents, papers, letters, or other records that it reasonably believes in good faith may be exempt from applicable public records disclosure requirements or freedom of information laws and the Proposer may attempt to obtain an order that confidential treatment will be accorded to such portion of the information that is required to be disclosed as the Proposer deems appropriate in its reasonable discretion, taking into account applicable legal obligations.

2. As required by Section 119.0701, Florida Statutes, to the extent that the Proposer is acting on behalf of the College within the meaning of Section 119.011(2), Florida Statutes, the Proposer shall:

    i. Keep and maintain public records that ordinarily and necessarily would be required by the College in order to perform the service.
    ii. Upon request from the College's custodian of public records, provide to the College a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided bylaw.
    iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Proposer does not transfer the records to the College.
    iv. Upon completion of the Agreement, transfer, at no cost, to the College all public records in possession of the Proposer or keep and maintain public records required by the College to perform the service. If the Proposer transfers all public records to the College upon completion of the Agreement, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the Agreement, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.

In the event it is judicially determined that any document, paper, letter or other record withheld by the Proposer was in violation of Chapter 119, Florida Statutes, the Proposer shall indemnify and hold the College harmless for any and all attorney's fees, costs and/or penalties at the pre-suit, trial and all appellate levels, assessed against the College and related to the Proposer's decision to withhold any document, paper, letter or other record.

3. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-237-3694, OR BY EMAIL AT LEGAL@MDC.EDU, OR BY MAIL AT: MIAMI DADE COLLEGE, OFFICE OF LEGAL AFFAIRS, 300 NE 2ND AVE, ROOM 1453, MIAMI, FLORIDA 33132.

8. 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 BID and to providing the services described herein.

9. Change of Proposal

Should a PROPOSER desire to change any portion of their Proposal after it has been submitted to the COLLEGE, the PROPOSER must do so in writing. Any request for changes must be received prior to the date and hour of the opening of the proposals. NO CHANGES ARE ALLOWED TO THE BID SUBMISSION AFTER THE DUE DATE AND TIME. The PROPOSER'S name and the BID # must appear on the submission envelope.

10. Withdrawal of Proposal

A proposal may be withdrawn prior to the date and hour of the proposal opening. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and fifty (150) days after the date of the proposal opening, to provide the proposed services.

11. Modifications of Proposal

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

12. Acceptance/Rejection of Proposals

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

13. Protest of BID Document

All Proposers are required to thoroughly review the BID document within a reasonable time after receipt. Any concerns or comments relating to the BID documents shall be brought to the attention of the Director of Purchasing, in writing, promptly after receipt. However, if the Proposer desires to protest the BID document, or any of the specifications, requirements or procedures thereof, the Proposer will be required to comply with the Miami Dade College Bid Protest Procedures (a copy of which is available from the Director of Purchasing) within seventy-two (72) hours after receipt of the proposal document. Receipt of the BID document by the Proposer will be considered to have occurred within five (5) days after being mailed. Failure to comply with this procedure will constitute a waiver by the Proposer of any right to later protest on the basis of the form, content and substance, including without limitation, the specifications, requirements or procedures, of the BID documents.

14. Protest of Intended Decision

Upon completion of the evaluation of bids, a notice of intended decision to recommend or reject proposals shall be posted in the BidNet Portal. In the event an unsuccessful bidder desires to protest the College's notice of intended decision to award or reject a bid, that bidder shall be required to comply with the Miami Dade College Bid Protest Procedures (a copy of which is available from the Director of Purchasing), 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 120.57(3), Florida Statutes, within the time prescribed herein shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

REQUIRED INFORMATION

1. Non-Discrimination in Employment Form

Proposer must complete all required information on the Non-Discrimination in Employment Form. See Forms section for this form.

2. 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 Section 287.133(2)(a), Florida Statutes. The Proposer's proposal must contain a statement acknowledging that the Proposer and the proposal are in compliance with Section 287.133(2)(a), Florida Statutes and the intent of the statute. See Section 9 for this form.

3. Addendum Acknowledgement

If any addendums are issued, the Proposer must 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 http://www.mdc.edu/purchasing/bids.asp Suppliers will have the ability to download any Addendums or other supporting bid document via https://www.bidnetdirect.com/florida/miamidadecollege.

It is the Proposer's responsibility to check the website for any addendum(s) issued. The College is not responsible for any addendum(s)

issued that the Proposer did not receive. Proposers must acknowledge receipt of any addendum(s) issued by signing and returning the Acknowledgement of Addenda with their bid response. See Forms section for this form.

4. Indemnification Agreement

The Proposer 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 Proposer in or pursuant to this BID 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 Proposer's documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Proposer, the Proposer'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 Proposer in or pursuant to this BID or the Contract executed in connection with this BID; and (e) any services provided by the Proposer, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this BID. This indemnification shall survive termination of the BID and the contract executed in connection with the BID.
The Proposer must acknowledge acceptance of the Indemnification Agreement.

5. Acknowledgement of Compliance or Noncompliance

The Proposer must provide a summary of any BID specifications, requirements, terms, conditions, and provisions the Proposer will not conform to. This summary should include a justification and an alternative to the Section(s) that are not acceptable.

6. Other required Information

a. If requested, during the evaluation process, the College may require the Proposer to provide financial information, including: annual reports and financial statements for the past two (2) years and banking and credit references; a complete balance sheet or operating (income/expense) statements for the past two (2) years.

b. If requested, proposer must further agree to permit the College, if awarded this project and upon request, to audit Proposer's books as related to the Miami Dade College account.

GENERAL TERMS AND CONDITIONS

1. INSURANCE

At all times during the term of this Contract, the Proposer shall maintain in full force and effect with insurance carriers duly authorized to do business as insurance companies in the State of Florida, with an A.M. Best's rating of at least A as to management and Class VIII as to financial size, according to the latest edition of Best's Key Rating Guide:

(a) Commercial General Liability Insurance (including blanket contractual liability and products and completed operations), naming The District Board of Trustees as an Additional Insured, with limits of not less than $1,000,000 per occurrence/$3,000,000 aggregate.
(b) Comprehensive Auto Liability Insurance, covering all owned, hired and non-owned vehicles used in the performance of this Contract, with limits not less $500,000 for bodily injury and property damage combined; and
(c) Workers' Compensation in compliance with Chapter 440, Florida Statutes, including employers' Liability with limits of not less than $500,000 per occurrence.

The insurance provided by the Proposer under this section of this BID shall apply on a primary basis and any other insurance or self-insurance maintained by the Board or any Board member, officer or employee shall be excess of and not contribute to the insurance provided by or on behalf of the Proposer.
The Proposer shall file an original Certificate(s) of Insurance, as evidence of the insurance required under this section with the College's Director, Risk Management within ten (10) calendar days after award of the Contract. The Certificate(s) of Insurance shall contain a provision that the coverage afforded under the policies will not be cancelled without thirty (30) days prior notice to the College. The Proposer shall also provide renewal certificates, should any of the coverage required by the Contract expire during the term of the Contract. If the College is damaged by the failure of the Proposer to maintain insurance as required by the Contract, the Proposer shall bear all reasonable costs properly attributable thereto.

2. LOCAL BUSINESS ENTERPRISE POLICY AND PROCEDURE

The Miami Dade College (MDC) Board of Trustees approved the Small Local Business Enterprises (SLBE) Policy VI-4 on July 21, 2009, which is incorporated herein by reference. This solicitation reflects refinement and evolution of our ongoing strategic commitment to economic revitalization of our community through partnerships which foster growth and development of small and local businesses. The College may utilize Mandatory Subcontracting, Preference Points or Sheltered Markets incentives, to encourage qualified small businesses to contract with the College.
The College, at its discretion and based on the nature of the service may implement one of these initiatives in this solicitation process.

For more information on certified SLBEs please contact the College's Minority and Small Business Enterprise (MSBE) Office, Program Manager, Sheldon Edwards, at 305-237-0010, 11011 SW 104th Street, Miami Florida 33176.

3. Applicable Law

The firm shall comply with all federal, state and local laws, rules and regulations ("Laws") applicable to the Proposer's response to the BID, the contract executed in connection with the BID, and the provision of services under the BID and the BID 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 proposers hereby irrevocably submit to any suit, disputes, actions or proceedings arising from or in connection with, the contract, to the court of competent jurisdiction located in Miami-Dade County, Florida. The BID process, the award process and the contract between the College and the Proposer shall be governed by and construed in accordance with the laws of the State of Florida.

This solicitation and the resulting contract are subject to Florida Statutes, the applicable Florida Administrative Code, the Rules of the State Board of Education, and the Policies and Procedures of the College ("Applicable Laws"), as may be amended. This BID and any resulting contract will conform to any necessary changes to any of the Applicable Laws.

4. Proposer's Relationship to the College

a) Proposer as Independent Contractor

It is expressly agreed and understood that the Proposer is in all respects an Independent Contractor as to the services requested. The Proposer 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 awarded Proposer, but the method utilized to accomplish the work shall be the responsibility of the Proposer and approved by the College.

b) 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.

5. Termination

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

a) Termination without Cause

The College may terminate the contract at its convenience for any reason with ten (10) days advance written notice to the Proposer. 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.

b) 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 Proposer 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 Proposer, subject to applicable Laws, from responding to future invitations to proposal/bid for a period of time to be determined by the College.

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

c) Suspension

The College shall also have the right to suspend the contract upon written notice to the Proposer. Such written notice shall state the reasons for suspension and allow for a period of ten (10) days during which the Proposer 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 sole opinion of the College, the Proposer fails to explain, justify, or satisfactorily undertake remedial action as required by the College within the ten (10) day suspension period, the College shall have the right to immediately terminate this contract whereupon all obligations of the College to the Proposer shall cease.

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

d) Default

The Proposer shall be considered "in default" under this Agreement in the event of failure of the Proposer to provide the required

materials to include supplies and delivery of such as required in the Agreement, or the failure of the Proposer 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 a notification of performance failure is sent to the Proposer , the College shall have ninety (90) days from the Proposer's receipt of original notice to monitor the Proposer's performance and notify the vendor of cancellation. The failure to perform shall be deemed to have been cured if notice is not received by the Proposer within the said ninety-day (90) period.

e) Non-Appropriations

Any contract entered into by the College resulting from the BID 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 Proposer 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.

6. 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 BID specifications, and the successful firm shall be held responsible, therefore. Deviations must be explained in detail.

7. Publicity Release

The awarded Proposer 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. Contract Terms

The agreement may commence on or about September 2024. If the College does not wish to continue the contract, the Proposer will be notified at least sixty (30) days before the end of the contract.
The Agreement will be subject to cancellation by mutual agreement of both parties in writing. The Proposer may cancel this Agreement by written notice to the College sixty (60) days prior to the effective date of such cancellation.

9. Bankruptcy

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

10. Official Notices

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

Elizabeth Reyes
Miami Dade College
Purchasing Department – Rm. #9254
11011 SW 104 Street, Miami, FL 33176
Telephone: (305) 237-0039
Fax:(305) 237-0024

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

[REST OF PAGE INTENTIONALLY LEFT BLANK]

BID NOTES
DELIVER TO:
IRENE MUNOZ
MARKETING & COMMUNICATIONS
MDC, WOLFSON CAMPUS / ROOM #1358
300 NE 2ND AVENUE
MIAMI, FL 33132

A. This bid is for the printing/distribution/mailing of the MDC College Forum Newsletter. There will be four issues between the period of September 2024 thru June 2025. Art files and electronic mailing lists will be supplied approximately one week prior to these monthly issues: September 2024, December, March and June 2025. Please bid on a total of 4 issues. The successful bidder and MDC may, by mutual agreement, extend this contract for four (4) additional one (1) year periods providing the unit prices and specifications remain the same as on the current contract. It is the responsibility of the vendor to notify the College if any pricing variations occur, at any given time, which deviates from what is being submitted as part of this ITB. The decision to approve any price variations is strictly the College's prerogative and not the vendor.

B. Maximum turnaround for **printing** each issue: four (4) working days from receipt of art files (including proof and same-day proof approval) with printed piece being of excellent quality.

C. **Award of Contract**: This contract will be awarded to the lowest, responsive and responsible bidder. Bidders shall provide the following information/documentation for evaluation by the College's Purchasing and User departments before a bid is deemed to be the lowest, responsive and responsible bid. The College reserves the right to request additional information from the bidder if it is required before determination of award of contract. Bidders please provide the following information:

- Name, Location and Contact Information for the Prime company or Subcontracting company being utilized **to provide the printing service**.
- Provide written documented references that your company or subcontractor that has been responsible for doing the actual printing. References should explain how your company or subcontracting firm was responsible, on time and within budget on past similar projects.
- Provide sample work created by your company or other subcontracting firm.
- Occupational License for all parties in your bid submission. This includes Prime/Subcontractor teams.
- Printer **MUST** be FSC Certified and provide a copy of their certificate.
- All other documentation as requested in this Bid document or additional information requested by the Purchasing and User departments to assist in the award of this bid.

D. Proofing: Printer **SHALL** supply hi-res digital proofs color calibrated to press. Award of bid is contingent on printer providing acceptable samples of calibrated proofs. The cost of all calibrated proofs **MUST** be included in the total price of the bid. In-Design or PDF files will be uploaded to printer's FTP site.

E. **MDC College Forum Newsletter must be placed in boxes. Vendor must deliver finished product within 4 working days in cartons less than 30 lbs.**
Split deliveries: 25 unfolded and 700 folded copies (all non-addressed) must be delivered **ASAP FIRST** to Room 1358, Wolfson Campus; Balance will need to be delivered to LOCAL Miami mail house of printer's choice, to inkjet address and distribute as follows: Approx. 7,500 in total will need to be delivered by courier or company truck to all 8 MDC campus mailrooms (for distribution by MDC to all full and part-time employees); the balance of newsletters to be mailed (including MDC retiree copies) must be delivered to the Miami general mail facility (GMF).
Vendor/Mailhouse must supply documents confirming delivery receipts of all employee copies to all campuses, and USPS postal forms verifying delivery acceptance at the GMF in Miami.

F. Vendor **must** provide pick-up and delivery service of Hi-Res Digital Proofs to the Marketing Communications Office, Wolfson Campus, Room No.1358. Please include this cost in the bid.

G. This job must be printed by offset lithography.

H. The College may raise the number of copies by 25% without this affecting the turnaround time.

I. Each day that the finished product is delayed, the College will deduct 20% of the invoiced amount as time is of the essence.

J. If lack of quality or turnaround within the specified time occurs, the College reserves the right to void the purchase order and cancel all remaining issues scheduled to be printed by the printer and take the printer off the active list of vendors for two years.

K. The College reserves the right to visit and approve the lowest bidder's facility as well as a portfolio of their work prior to bid award. Printer must provide samples of similar newsletter they have printed, and a folded sample based on these specifications.

L. Printer MUST pre-order stock and have it readily available for each issue.

M. PRINTER MUST BE FSC CERTIFIED AND PROVIDE COPY OF CERTIFICATE.

N. Bidder shall include a copy of their W-9 form with their bid.

O. All questions and/or inquiries concerning this bid must be submitted in writing no later than 5:00 p.m. EST on August 1st, 2024 to:

Elizabeth Reyes
Purchasing Department
Phone: 305-237-0039 Fax: 305-237-0024
Email: ereyes3@mdc.edu

Contact with other Miami Dade College employee(s) is strictly prohibited without written authorization from the Purchasing Department.

P. BID SUBMITTAL: Sealed Bids are due at 3:00 p.m. on Thursday, August 1, 2024, and must be via Bidnet only. Bids received after the due date and time specified will not be accepted.

Q. The College may consider various factors in determining the lowest and best responsible bid, including, without limitation, past performance with the College, experience, financial stability, resources to perform the work, the ability to meet the specifications and time frame to complete the order.

REQUIRED INFORMATION:

1. Bidder Contact Information:

Name: _____

Title: _____

Office Phone: _____ Cell Phone: _____

E-Mail Address:

_____

2. Bidder shall provide in the space below the following (for information purposes only): Minority Business: Yes_____ No _____

If yes, enter Minority Business Designation: _____

Small/Local Business: Yes_____ No _____

3. In order to eliminate any conflict of interest in making awards, the Miami Dade College District Board of Trustees has requested all bidders to provide the following information concerning their principal interests. Principal interests are defined as follows:

   If Sole Proprietorship - Owner _____

   If Partnership - Owners of Partners _____

   If Corporation - President or Chief ExecutiveOfficer _____

4. REFERENCES: All Proposers providing a response to this BID MUST provide a minimum of three (3) references. Proposer must utilize the attached Performance Evaluation Survey form found in the Forms section. It is the Proposer's responsibility to send this form to the client providing the reference who in turn will forward the reference form to the Purchasing Department at the College. All reference forms shall be submitted to the College's Purchasing Department no later than 5:00p.m. E.S.T. on August 9th, 2024. Forms submitted after 5:00p.m. E.S.T. on August 9th, 2024, will not be evaluated and would receive no consideration as part of the score by the evaluation committee.
   b) These references should be from institutions of comparable size to the College in which the Proposer provided the same services as being proposed to the College.
   c) The references must include as requested the name and address of the institutions and a contact person's telephone number; a summary of the product offerings or services provided; and the approximate annual aggregate dollar volume of sales provided for that specific client.
5. If applicable, Proposer to provide a list of significant accounts that were terminated during the past three (3) years. "Significant" for this purpose shall be construed to mean accounts representing billings by the Proposer in excess of $75,000.00 or more each calendar year. A "terminated" account is defined as an account or contract that was discontinued or cancelled for unsatisfactory job performance or default. Contact names and telephone numbers for all accounts listed must be provided by Proposer.
6. Disclose any and all company relationships that could constitute a conflict of interest for the Proposer in doing business with the College now or in the future. Explain the specific nature of the business that may be a potential conflict of interest.
7. Describe and explain any pending litigation, major disputes, contract defaults, and/or claims against your company in the last five (5) years. Name the litigants involved, case number (if applicable) and the month and year the case or claim was filed, venue, current status, and a full description of the issues involved. Please provide the name phone number and email address of a contact person in your organization who can provide additional information or clarify any questions regarding these matters.
8. Failure to provide any of the information requested on the following forms, located in the Forms section, may disqualify the Proposer's response:

   Proposal Cover Sheet
   Non-Discrimination in Employment Form
   Public Entity Crimes Form
   Addendum Acknowledgement
   Performance Evaluation Surveys (References)

9. This selection has been conducted under Miami Dade College Policy 6560, Local Business Preference, section two (2), "Completive Bid". You can find the Policy at www.mdc.edu/procedures/Chapter6/6560.pdf

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BID NOTES

NOTE 1:

This bid is for the Printing of the College Forum Newsletter (Quarterly Issues – 4 per year)

Description	Quantity		Price
PRINTING OF THE COLLEGE FORUM NEWSLETTER (QUARTERLY ISSUES – 4)	42,000 PER ISSUE		$
NO. OF PAGES: 24 PAGES			
TRIM SIZE: 22” X 17”			
PAGE SIZE: 11” X 17”			
FINISHED SIZE: 8.5” X 11” (SOFT FOLDED FOR MAILING)			
FOLD/BINDING: SCORE AND SMOOTHLY FOLDED TO 8 1/2” X 11” FOR MAILING DO NOT SADDLESTITCH			
STOCK: STERLING FSC DULL 60# TEXT NO SUBSTITUTIONS			
INK: 4/4 PROCESS COLOR THROUGHOUT			
BLEED: FULL BLEEDS, HEAVY COVERAGE			
VARNISH: NO VARNISH ART FILES: INDESIGN OR PDF FILES WILL BE UPLOADED TO PRINTER’S FTP SITE PROOF: SEE NOTE D ON PAGE 10 OF BID			

FORMS

STATEMENT OF NO RESPONSE

Invitation to Bid # 2024-ER-24

PRINTING OF THE COLLEGE FORUM NEWSLETTER (QUARTERLY ISSUES – 4 PER YEAR)

Elizabeth Reyes

Purchasing Department

Miami Dade College

11011 SW 104 Street, Room 9254

Miami, FL 33176

The undersigned declines to submit a proposal for ITB # 2024-ER-24 Printing of the College Forum Newsletter (Quarterly Issues – 4 Per Year)

Reason(s): _____

_____

_____

_____

_____

_____
Signature

_____
Title

_____
Name of Firm

_____
Telephone

PROPOSAL COVER SHEET

INVITATION TO BID #2024-ER-24
PRINTING OF COLLEGE FORUM NEWSLETTER (QUARTERLY ISSUES – 4 PER YEAR)

Sealed Proposals will be accepted via Bidnet until 3:00 P.M. on August 1st, 2024, and may not be withdrawn for 150 days after opening.

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

LEGAL NAME OF PROPOSER(S) _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

FEDERAL EMPLOYEE IDENTIFICATION (FEIN)NUMBER _____

BY: SIGNATURE (Manual): _____

BY: SIGNATURE (Typed): _____

TITLE: _____

8ACKOWLEDGEMENT OF ADDENDA

INVITATION TO BID #2024-ER-24
PRINTING OF COLLEGE FORUM NEWSLETTER (QUARTERLY ISSUES – 4 PER YEAR)

I acknowledge that I have received the following Addendum:

Addendum No._____, Dated_____

Addendum No._____, Dated_____

Addendum No._____, Dated_____

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

NON-DISCRIMINATION IN EMPLOYMENT FORM

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

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

"(2) The Proposer will, in all solicitations or advertisements for employees 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: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(31{AI. 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.]

SWORN STATEMENT CONTINUED

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

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

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

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

_____

[Signature]

Sworn to and subscribed before me this_____day of _____, 20_____ personally known

_____or produced identification _____.

Notary Public – State of _____

My commission expires _____

(Type of Identification) _____

(Printed typed or stamped commission name of notary public)

AFFIDAVIT REGARDING UNAUTHORIZED ALIENS
UNDER 448.095, FLORIDA STATUTES

INVITATION TO BID #2024-ER-24 PRINTING OF COLLEGE FORUM NEWSLETTER (QUARTERLY ISSUES – 4 PER YEAR)

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

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: _____

References: A list of three business/professional references shall be submitted with your bid submission. Please provide references that can be confirmed. These references should be agencies your firm has done business within the past year on projects with a similar scope to this one. Provide company/agency names with contact person telephone number, fax and an e-mail if possible.

REFERENCE 1:

Name: _____

Company:

_____

Title: _____

Office Phone: _____

Fax Number: _____

E-Mail Address: _____

REFERENCE 2:

Name: _____

Company:

_____

Title: _____

Office Phone: _____

Fax Number: _____

E-Mail Address: _____

REFERENCE 3:

Name: _____

Company:

_____

Title: _____

Office Phone: _____

Fax Number: _____

E-Mail Address: _____

REFERENCE 4:

Name: _____

Company:

_____

Title: _____

Office Phone: _____

Fax Number: _____

E-Mail Address: _____