



**Request for Letters of Interest  
(RFLI) No. # 2024-RM1-03**

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**Prequalification of Consultant(s) to  
provide Interview Preparation  
Workshops for Students**

**RFLI DUE DATE: October 31, 2023 at 3:00pm**

All prospective proposers that would be interested in providing a response to this RFLI are invited to download the RFLI 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 October 31, 2023. Please allow sufficient time before you upload your RFLI response. There are a couple of steps that need to be followed when uploading your RFLI response. Feel free to call BidNet's Support Team at 800-835-4603 option 2, if you need any assistance. Only method to submit a bid is thru BidNet, no late bid submissions will be accepted.

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

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**1.0 OBJECTIVE, SCOPE, BACKGROUND,  
TERMS AND SERVICE REQUIREMENT**

**1.1. Objective**

Miami Tech Works is inviting qualified and experienced companies to express their interest in providing interview preparation workshops for students pursuing careers in the technology sector. This RFLI outlines the project's scope, requirements, and the expected engagement.

The window to submit proposals and receive qualification from Miami Dade College will be every six months. Please note that if a company or vendor is prequalified under this process, they do not need to resubmit the RFLI each time.

**1.2 Scope of Services**

Miami Tech Works is seeking contracted companies to deliver interview preparation workshops tailored to students aiming for technical positions. The project duration is two years, with varying workshop requirements each year. Workshops will take place between January 2024 to September 2025.

Year 1: Five workshops  
Year 2: Six workshops

**1.3. Background**

Miami Tech Works, a grant from the Good Jobs Challenge, provides support to local businesses by bridging the gap between employers and academic partners.

**1.3 Terms**

The selected company will be compensated at a rate of \$10,000 per workshop. Payment will be made upon the successful completion and delivery of each workshop. Payment terms and schedules will be further discussed during the proposal submission phase.

**1.5 Service Requirements**

Certificate of Liability Insurance, the College to be Added as Additional Insured.

Historical Data demonstrating the subject matter expert's viability and service experience. Data outlining the work done for present and past clients.

## **2.0 COLLEGE BACKGROUND INFORMATION**

### **2.1 The College**

Miami Dade College is one of the largest institutions of higher education in the United States, enrolling more than 125,000 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, handicap, 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. Central to this initiative is the participation of a diverse group of Vendors doing business with the State. To this end, it is vital that small and women-owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors under prime contracts. Small and women-owned businesses are strongly encouraged to submit replies to this and any solicitations made by the College.

For more information on Miami Dade College, its students and unique educational environment, visit its website at [www.mdc.edu](http://www.mdc.edu).

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**3.0 SCHEDULE OF EVENTS**

**3.1 TimeLine**

The following timeline is a general guideline for the issuance, evaluation, recommendation for award of this RFLI and any subsequent issuance of any agreement for service under this RFLI prequalification.

<u>DATE</u>	<u>EVENT</u>
09/29/23	RFLI Issuance
10/03/23	Legal Advertisement
10/17/23	Last date to present written questions
10/23/23	Answers to Questions Posted
10/31/22	Deadline for submittal of proposals (Proposals due prior to 3:00 p.m. EST)
11/07/2023 - 11/14/2023	Proposal Evaluation Period
11/16/23	RFLI recommendation posted
12/01/23	Commencement of Prequalification Period

The above calendar dates are to be deemed tentative and are hereby provided for guidance, they are subject to modification.

The College may schedule public evaluation committee meetings as a result of this RFLI process. any scheduled Evaluation Committee meeting will be advertised with sufficient time thru BidNet and the College's Purchasing website, so all the public is advised of the scheduled meeting(s).

#### 4.0 PROPOSAL INSTRUCTIONS

##### 4.1 Responding to this RFLI:

Qualified and interested service providers may submit their response to this Letter of Interest electronically via BidNet at:

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

Response must be submitted before the opening time of 3:00 p.m. on **October 31, 2023**. No submissions will be allowed to be uploaded to the BidNet site after 3:00 p.m. on **October 31, 2023**. Please allow sufficient time before you upload the RFLI response. There are a couple of steps that need to be followed when uploading your bid response. Feel free to call BidNet's Support Team at 800-835-4603 option 2, if you need any assistance. 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 **RFLI#2024-RM1-03 – Prequalification of Subject Matter Experts (SMEs) to provide Technical Assistance Workshops to Small Businesses.**

Delivery of the letter response 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 responding service provider to assure that their response is delivered according to the terms of this section. No paper or electronic copies of the response to this RFLI shall be submitted to any other office or department at the College.

**Provide one pdf copy of the RFLI response via the BidNet submission portal.**

##### 4.2 Contact with College Personnel

Questions concerning this RFLI shall be addressed solely to Roman Martinez, MPA, CPPO, CPPB Group Director, Purchasing by email at [rmartin9@mdc.edu](mailto:rmartin9@mdc.edu) and **to no other person or department at the College**. Questions and requests must be in writing and must be received no later than **October 13, 2022 by 5:00p.m., EST**. All questions should be forwarded to Mr. Martinez via email. The email should contain the following information: RFLI #2024-RM1-03, company name, address, phone number, email address, the requestor's name, and the question or list of questions.

**CONE OF SILENCE: FROM THE TIME THE PUBLIC ADVERTISEMENT OF THIS RFLI TAKES PLACE UNTIL THE RFLI IS AWARDED AND APPROVED BY THE BOARD OF TRUSTEES, A**

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**VENDOR 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 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 DISQUALIFICATION FROM THIS PROCESS AND RESPONDENT WILL NOT RECEIVE FURTHER CONSIDERATION.**

**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 RFLI and to providing the services described herein.

**4.4 Change of Proposal**

Should a service provider submitting a response to this RFLI desire to change their response, this must be done in writing. Any request for changes must be received prior to the date and hour of the RFLI submission deadline. The service providers name and the RFLI# must appear on the envelope.

**4.5 Withdrawal of Proposal**

Any response to this RFLI may be withdrawn prior to deadline submission date of October 31, 2023 at 3:00pm.

**4.6 Modifications of Proposal**

No unsolicited modifications to responses to the RFLI will be permitted after the RFLI submission deadline.

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

Proposer shall acknowledge all terms and conditions included in this RFLI. 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 [rmartirtin9@mdc.edu](mailto:rmartirtin9@mdc.edu) The College will provide its response within 10 calendar days of the submission deadline.



## **5.0 EVALUATION AND SELECTION PROCESS**

### **5.1 Evaluation of Proposal submission by the College**

All proposals received will be evaluated by the College's Purchasing Department. All information being requested MUST be submitted for the proposal to be deemed responsive to the RFLI. If for any reason a form or document is missing from any proposal response, the College may allow a period of time to submit the document(s) that are missing. If the documents are not submitted on the date and time allowed by the College, the proposer's submission will be deemed non-responsive to this RFLI.

### **5.2 Response to the RFLI**

There will be very limited evaluation of proposal submissions in this RFLI process, as long as all the requested information is submitted, it is anticipated the vendor/proposer will be selected and listed on the prequalified list of this RFLI-2024-RM1-03.

### **5.3 Information to be included in the proposal RFLI response: (See Section 8)**

**Company Name**

**Address/Phone/Fax**

**Contact email**

**President/Owner**

**Years of providing Services**

**Type of Services Your Company provides**

**All forms requested to be submitted, please see section 8 of this RFLI**

**References – Please provide 3 references. Please be advised that references submitted must be willing to provide feedback as to past project performance**

### **5.4 Evaluation Committee Meetings**

An Evaluation Committee will review all responsive and responsible proposals and will make a recommendation for award to the College President or College Provost. The recommendation of the Evaluation Committee will be based on an evaluation of the proposals submitted based on the criteria outlined in Section 5.7. The final award recommendation by the Committee will be presented to the College Provost for award approval. .

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**5.5 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 RFLI procurement process.

**5.6 Response to the RFLI**

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

**5.7 RFLI Evaluation Criteria**

In the evaluation of the responses to this RFLI 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 five (5) 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 points 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:

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

<b>Evaluation Criteria</b>	<b>Points</b>
<b>Past Experience:</b> Assessing the track record of past projects and achievements	25
<b>Quality of Team Members:</b> Evaluating the qualifications and expertise of the team involved.	35
<b>Portfolio Submission:</b> Reviewing previous work and its relevance to the project at hand.	15
<b>References</b>	10
<b>Cost Proposal *</b>	15
<b>Total</b>	100

*\* Refer to Section 5.8*

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.

### **5.8 Cost Proposal and Affirmation**

Each Workshop that will be awarded to any specific service provider will not exceed \$10,000 in total cost. Proposer must adhere to this estimate and must provide an acknowledgement that they will adhere to the not to exceed amount of \$10,000 per Workshop.

Label this part of the proposal Response to Section 5.8 – Cost Proposal and Affirmation

### **5.9 Acceptance/Rejection of RFLI submissions**

The College may, at its sole and absolute discretion, reject any and all RFLI submissions; re-advertise this RFLI; postpone or cancel this RFLI process at any time; or waive any minor irregularities in the RFLI or in the submission(s) received as a result of this RFLI request. 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 RFLI, 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 RFLI. The response to this RFLI will be considered by the College as constituting a conformation of the services that may be provided by a by a service provider to perform the required service at the stated fees.

### **5.10 Protest of Intended Decision**

A Notice of Intended Decision to recommend any decision as it relates to this RFLI will be posted on or about November 13, 2023, on the Purchasing website under the “Award Recommendations” tab ([www.mdc.edu/purchasing](http://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.

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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.

**5.11 Contract Requirement**

Any proposer submitting a response to this RFLI may be selected and listed in a prequalified pool of service providers. Any of the prequalified listed proposers may be selected to provide services as needed by Miami Dade College.

The College will utilize its own contract when a vendor is selected to provide services under this RFLI.

**5.12 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 RFLI and the Contract to be executed for this RFLI, 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

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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.

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 FORMS TO BE SUBMITTED (Section 8)**

### **6.1 Requested Forms to Submit with Proposal Response**

College understands that responding to this RFLI request includes providing responses to 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 within the requested period of time allotted by the College, the proposer may be deemed non-responsive. (Please see Section 8 of this solicitation for all forms that need to be submitted)

#### **6.1.1 Response Cover Sheet**

Service provider submitting a response to this RFLI is to complete all required information on the Response Cover Sheet found in Section 8.0. and submit such form with their proposal response.

#### **6.1.2 Addendum Acknowledgement Form**

If any addendums are issued to amend, modify the RFLI, or to respond to questions from interested service providers, Addendum(s) will be issued. All entities responding to the RFLI shall complete the Addendum Acknowledgement form acknowledging receipt of any Addendum issued. The form is found in Section 8.0 of the RFLI.

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 as well as BidNet's Addendum tab.

#### **6.1.3 Non-Discrimination in Employment Form.**

Proposer is to complete all requested information on the Non-Discrimination in Employment Form found in Section 8.0. and submit such form with their proposal response.

#### **6.1.4 Public Entity Crimes Form**

Proposer is to complete all requested information on the Public Entity Crimes Form found in Section 9.0. and submit such form with their proposal response.

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Proposer is to complete all requested information on the Public Entity Crimes Form found in Section 8.0. and submit such form with their proposal response.

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.

**6.1.5 Jessica Lunsford Act Attestation Form**

Due to the fact the College is a dual enrollment public institution, this RFLI response is to include a completed, signed and notarized Jessica Lunsford Act Attestation Form found in Section 8.0. and submit such form with their proposal response.

**6.1.6 Affidavit regarding unauthorized aliens under 448.095, Florida Statutes**

RFLI response is to include a completed, signed and notarized Affidavit regarding unauthorized aliens under 448.095, Florida Statutes Form found in Section 8.0. and submit such form with their proposal response.

**6.1.7 References**

All RFLI responses are to include present or past client references. Submit at least three (3) references that best exemplifies the services your company will be providing to Miami Dade College.

Label the Client Reference form as Response to Section 6.1.7. - References



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**6.2 Subcontractors**

Proposer to provide a list of proposed subcontractors, including the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform. Proposer may also provide company and biographical sketches of subcontractor personnel for itemized items on Sections 6.2 and 6.3.

Label this Response to Section 6.2 - Subcontractors

**6.3 Minority Participation**

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 6.3 – Minority Participation.

**6.4 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.

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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 6.4 – Legal Issues

**6.5 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 RFLI 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 RFLI or the Contract executed in connection with this RFLI; 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 RFLI. This indemnification shall survive termination of the RFLI and the contract executed in connection with the RFLI.

The Contractor must acknowledge acceptance of the Indemnification Agreement.

Label this acceptance Response to Section 6.5 - Indemnification Agreement

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**6.6 Certificate of Insurance (If Selected to Provide Services)**

Before the selected Consultant can provide the requested services under this RFLI, they must submit a Certificate of Liability Insurance to the College. This certificate will be reviewed by the College Risk Manager to verify required coverage to provide services under this RFLI.

Insurance Coverage - Counseling Services

If awarded an agreement, Proposer must obtain the following insurance and maintain it throughout the term of the agreement.

Minimum Limits of Liability

- A. Professional Liability Insurance \$1,000,000 occurrence/  
\$3,000,000 annual aggregate

If the professional liability is on a Claims-made basis, the Contractor agrees to maintain extended coverage for at least three years after the termination of the Agreement.

- B. Workers' Compensation in accordance with Statutory limits Florida statutes
- C. Employers' Liability Insurance. \$500,000

Certificates must contain a provision for notification to the College 30 days in advance of any material change in coverage or cancellation.

The Insurance policies shall be issued by companies qualified to do business in the State of Florida and be rated at least A-VII by AM Best. All policies must remain in effect during the term of the contract.

At least 10 days prior to the commencement of any work, the Contractor must provide the College's Risk Management Department with a Certificate(s) of Insurance as evidence of the coverage required above.

Label this Response to Section 6.11 acknowledging that proposer, if selected, will provide the required Insurance Certification before commencing any services for the College.

**6.7 Jessica Lunsford Act**

As the College is a public educational institution and has dual enrollment of high school students, the vendors that are prequalified to provide services under this RFLI must agree to comply with the applicable requirements of the Jessica Lunsford Act, Section 1012.465, Florida Statutes, as may be amended, for its officers, employees and agents who may have direct contact with K-12 students, who have access to or control of public school funds shall meet Level 2 screening requirements as described in Section 1012.32, Florida Statutes, as may be amended. Consultant shall obtain background screening for its officers, employees and agents who may have contact with College students in compliance with the Jessica Lunsford Act and also conduct and comply with additional background screening requirements that may be required by applicable federal and state agencies for licensing psychiatric, psychological and/or mental health counseling and College policies and procedures. Contractor shall not utilize officers, employees and agents to provide Services if such person does not meet these background screening requirements. During the term of any agreement that is issued related to this RFLI, if it is found that a person does not meet the background screening requirements, Consultant shall notify the College's contract administrator and immediately suspend such person from working in that capacity under the service agreement and shall remain suspended from providing Services until final resolution of any appeals, if applicable.

Such background checks will be applicable to the extent allowed by Federal, state and local laws. As a requirement if this RFLI, Consultant must be willing to provide attestation as to its compliance with these background screening requirements.

Label the attestation that your company will be in compliance with this request related to background checks of all personnel providing services on College Campuses.

Label this Response to Section 6.7.

**6.8 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: Dr. Joy C. Ruff, Director, Office of Equal Opportunity

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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. jruff@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 6.8

## **7.0 GENERAL TERMS AND CONDITIONS**

This section of the RFLI contains general terms and conditions which will form the basis of the contract between the College and any selected service provider under this RFLI.

### **7.1 Contract**

Attached to this RFLI is a standard agreement/contract that will allow any and all prequalified service providers to provide their service to Miami Dade College. This is a standard agreement which will allow a prequalified vendor that ability to start the project as soon as they submit their estimate, and the College issues the Purchase Order.

### **7.2 Modification of the Contract (If a contract is issued as a result of this RFLI)**

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

### **7.3 Assignment of the Prequalification selection or submitted agreement**

It is to be expressly understood and agreed by the parties that the entity selected to provide services shall not be permitted to assign, sublet, pledge, hypothecate, surrender, transfer or otherwise encumber or dispose of the prequalification selection and subsequent agreement/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

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performing any provisions of the contract or from liability from the breach thereof.

**7.4 Paragraph Headings**

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

**7.5 Applicable Law**

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

**7.6 Contractor’s Relationship to the College**

**7.6.1 Contractor as Independent Contractor**

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the services

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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.

**7.6.2 College Representative(s)**

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

**7.7 Termination (If contract is issued)**

Nothing contained in this RFLI or the subsequent contracts issued related to this RFLI shall prevent the College from pursuing any other remedies at law or in equity that the College may have against the Contractor.

**7.7.1 Termination without Cause**

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

**7.7.2 Termination for Cause**

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

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



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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.

**7.7.3 Suspension**

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

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

**7.7.4 Default**

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

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

**7.7.5 Non-Appropriations**

Any contract entered into by the College resulting from the RFLI 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.

**7.8 Specification Deviations**

Any deviation from the specifications indicated herein must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with all of the RFLI specifications, and the successful firm shall be held responsible therefore.

**7.9 Publicity Release**

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

**7.10 Contract Terms**

Any agreement issued under this prequalification process may commence on or about September 20, 2022, and it will be a continuous prequalification process. Vendors that are prequalified by the College only need to submit once to be prequalified. The College will allow for new applications to be submitted every 6-months. Upon a contractor being deemed prequalified, the College will issue an agreement which will allow the vendor to provide services to the College on an as needed basis.

**7.11 Invoicing For Services**

All Contractors selected to provide services under this RFLI shall submit to the College, to the attention of the Accounts Payable Department at 11011 S.W. 104<sup>th</sup> Street, Miami, FL 33176, a monthly

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invoice for services performed. The invoice amount will be determined based on the final award amount and the final period of performance for the Contractor.

**7.12 Bankruptcy**

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

**7.13 Official Notices**

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

**Mr. Roman Martinez, Group Director, Purchasing**  
Miami Dade College, Kendall Campus  
Purchasing Department – Rm. #9254  
11011 SW 104th Street – Miami, FL 33176

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

With Copies to: (Please select the contact person at the campus being serviced.

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 officer at the corporate offices.

**SECTION**

**8.0**

**APPLICATION, AGREEMENT/CONTRACT**

**APPLICATION: VENDORS PROVIDING A RESPONSE TO THIS RFLI MUST FILL AND SUBMIT THE FOLLOWING REQUESTED INFORMATION AND FORMS:**

**Requested Information:**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Contact email:** \_\_\_\_\_

**President/Owner:** \_\_\_\_\_

**Years of providing Services:** \_\_\_\_\_

- **Attach Corporate Certificate**

**Type of Services Your Company provides:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Licenses:**

- **Attach Licenses of Company or individuals**

**Liability Insurance Certificate:**

- **Insurance Certificate (Board of Trustees of Miami Dade College must be added as additional insured)**

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**Requested Forms to be Submitted:**

MIAMI DADE COLLEGE  
DISTRICT ADMINISTRATION - PURCHASING DEPARTMENT  
11011 S.W. 104 STREET, MIAMI, FL 33176

**8.1 RESPONSE COVER SHEET**

REQUEST FOR LETTER OF INTERESTS # 2024-RM1-03

**Prequalification of Consultant(s) to provide Interview Preparation  
Workshops for Students**

Sealed Proposals will be accepted thru BidNet until 3:00 P.M. EST on **October 31, 2023 at 3:00pm.**

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: \_\_\_\_\_

**8.2 ACKNOWLEDGEMENT OF ADDENDA**

REQUEST FOR LETTER OF INTERESTS # 2024-RM1-03

**Prequalification of Consultant(s) to provide Interview Preparation Workshops for Students**

I acknowledge that I have received the following Addenda:

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Individual's Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

MIAMI DADE COLLEGE  
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MIAMI DADE COLLEGE  
PURCHASING DEPARTMENT

REQUEST FOR LETTER OF INTERESTS # 2024-RM1-03

**Prequalification of Consultant(s) to provide Interview Preparation  
Workshops for Students**

**8.3 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, color, age, religion, ethnicity, sexual orientation, genetic information, veterans status, marital status, disability, sex 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, color, age, religion, ethnicity, sexual orientation, genetic information, veterans status, marital status, disability, sex 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.



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"(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:** \_\_\_\_\_

**MIAMI DADE COLLEGE**  
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**8.4 SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

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

2. I understand that a “public entity crime” as defined in Paragraph Section 287.133 (1)(g), Florida Statutes, means  
  
a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or

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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]

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

\_\_\_\_\_  
[Signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 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)

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**RFLI - 2024-RM1-03 - Prequalification of Consultant(s) to provide Interview Preparation  
Workshops for Students**

**JESSICA LUNSFORD ACT ATTESTATION FORM**

In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes as well as with the requirements of HB 1877, The Jessica Lunsford Act, Contractor/service provider agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under any contract issued under RFLI-2024-RM1-03 for Prequalification of Consultant(s) to provide Interview Preparation Workshops for Students, will complete all background screening requirements under the Jessica Lunsford Act.

It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable. Contractor/service provider agrees to bear any and all costs associated with acquiring the required background screenings. Contractor agrees to require all affected employees and sub-contractors to sign a statement, as a condition of employment with Contractor in relation to performance under this Contract, that the employee and/or sub-contractor will abide by the terms and notify Contractor/Employer of any arrest or conviction of any offense enumerated in section 435.04, Florida Statutes within forty-eight (48) hours of their occurrence. Contractor/service provider agrees to provide Miami Dade College's administrator with a list of all employees and/or sub-contractors who have completed background screenings as required by the above-referenced statutes and that meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees and/or subcontractors are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify Miami Dade College respective Campus Administrative Director immediately upon becoming aware that one of its employees or its sub-contractor's employees, who was previously certified as completing the background check, and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify Miami Dade College of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by Miami Dade College. The parties further agree that failure by Contractor to perform any of the duties described in their paragraph shall constitute a material breach of the contract entitling Miami Dade College to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under any contract issued related to this RFLI.

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This certifies and attests that       Company Name       will be in compliance with the Jessica Lunsford Act as it relates to the services to be provided to Miami Dade College pursuant RFLI-2024-RM1-03 – Prequalification of Consultant(s) to provide Interview Preparation Workshops for Students. Proposer/service provider further attests that it acknowledges the requirements as outlined in this form and will enforce its requirement.

\_\_\_\_\_  
[Company Authorized 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)

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**AFFIDAVIT REGARDING UNAUTHORIZED ALIENS**  
**UNDER 448.095, FLORIDA STATUTES**

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

# APPENDIX

## Federal Provisions

Since the College is utilizing Federal Grants for the services to be provided under this RFLI, the College is requesting for the proposers to complete the Federal provision forms attached.



## **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 7.7 of this RFLI 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 7.7 of this RFLI 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 RFP 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.

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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.

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**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 RFP 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,

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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 RFP 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).

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(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: \_\_\_\_\_

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**BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND  
CERTIFICATION FORM**

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

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

- (a) FAR 52.203-12, “Limitation on Payments to Influence Certain Federal Transactions” is hereby incorporated by reference into this certification
  
- (1) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
  - a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - c) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
  - d) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

The Offeror and/or any of its Principals--

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

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

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

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

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

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_