



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
 SCHOOL BOARD ADMINISTRATION BUILDING
 1450 Northeast Second Avenue
 Miami, FL 33132

BIDDER QUALIFICATION FORM

BID NO. 002-EE08 _____

BID TITLE Musical Instruments and Related Equipment Catalog _____

Discount _____

Direct all inquiries to Procurement Management Services.
 BUYER NAME: D. Denson
 E-MAIL ADDRESS: ddenson@dadeschools.net
 PHONE: (305) _____
 FAX NUMBER: _____
 TDD PHONE: (305) 995-2400

Bids will be accepted until 2:00 PM on November 18, 2004 in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

THE SUBMISSION OF THE BID BY THE VENDOR, ACCEPTANCE AND AWARD OF THE BID BY THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND SUBSEQUENT PURCHASE ORDERS ISSUED AGAINST SAID AWARD SHALL CONSTITUTE A BINDING, ENFORCEABLE CONTRACT. UNLESS OTHERWISE STIPULATED IN THE BID DOCUMENTS, NO OTHER CONTRACT DOCUMENTS SHALL BE ISSUED.

I. A. **BIDDER CERTIFICATION AND IDENTIFICATION**

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.

B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

ii. **INDEMNIFICATION**

The Bidder shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida, its members, officers and employees.

iii. **PERFORMANCE SECURITY**, is required on this bid. YES NO

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII.

IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

Performance Bond Check (Cashier's, Certified, or equal)

**An original, manual signature is required on the Bidder Qualification Form.
 (Bidder is requested to use blue ink, do not use pencil)**

Legal Name of Vendor _____

Mailing Address _____

City _____ **State** _____ **Zip Code** _____

Telephone No. _____ **E-mail address** _____

By: Signature (Original)
 Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)
 Of Authorized Representative _____ **Date** _____



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
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 1450 Northeast Second Avenue
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D. Denson

E-MAIL ADDRESS: ddenson@dadeschools.net

PHONE: (305) _____

FAX NUMBER: _____

TDD PHONE: (305) 995-2400

Bids will be accepted until 2:00 PM on November 11, 2004 in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

THE SUBMISSION OF THE BID BY THE VENDOR, ACCEPTANCE AND AWARD OF THE BID BY THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND SUBSEQUENT PURCHASE ORDERS ISSUED AGAINST SAID AWARD SHALL CONSTITUTE A BINDING, ENFORCEABLE CONTRACT. UNLESS OTHERWISE STIPULATED IN THE BID DOCUMENTS, NO OTHER CONTRACT DOCUMENTS SHALL BE ISSUED.

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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.

B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

II. **INDEMNIFICATION**

The Bidder shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida, its members, officers and employees.

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Legal Name of Vendor _____

Mailing Address _____

City _____ **State** _____ **Zip Code** _____

Telephone No. _____ **E-mail address** _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public Schools enacts a Cone of Silence from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

A. **BIDDER QUALIFICATION FORM** qualifies the bidder and the bid and must be completed and submitted as page 1 of the bid.

1. **PERFORMANCE SECURITY.** The form of performance security the bidder will submit, when required to do so, must be furnished. Performance security shall not be submitted with the bid.

2. **BIDDER CERTIFICATION AND IDENTIFICATION.** Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

B. **INSTRUCTIONS TO BIDDERS.** Defines conditions of the bid.

1. **ORDER OF PRECEDENCE.** Any inconsistency in this bid shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions To Bidders

2. **FOR M/WBE designated bids.** The **SPECIAL CONDITIONS-Minority/Women owned** and controlled Business Participation Statement and the M/WBE Certification Application **MUST** be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.

C. **BID PROPOSAL FORM.** Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

1. **ITEM SPECIFICATION.** Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph X *Packaging*.

2. **PRICES.** Prices are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.

3. **TAXES.** The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

A. **BID FORMS AND ENVELOPES.** Bids must be submitted on forms furnished by the Board and in sealed envelopes.

Envelopes must be clearly marked with bid number, bid title and bid opening.

B. **ERASURES OR CORRECTIONS.** When filling out the bid proposal form, bidders are required to complete bid proposal in ink.

1. Use of pencil is prohibited.

2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

C. **PLACE, DATE AND HOUR.** Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

D. **PUBLIC ENTITY CRIMES.** Section 287.133(2)(a) Florida Statute. 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 public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

E. **SUBMITTING A "NO BID."** If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times, may result in the company being removed from the School Board's bid list.

F. **AVAILABILITY OF BID INFORMATION.** Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited, via facsimile or mail, and bids or proposals returned to the vendor unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar supplies, services, or construction.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. **PRIOR TO BID OPENING.** Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website www.dadeschools.net.

B. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of these proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. All notice of protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

VI. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon the Board's formal approval of the award.

D. PURCHASE ORDERS. Purchase orders mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered to be in default of the contract and subject to the default provisions stated in Instructions to Bidders, Section VI. E.

E. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times

the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064.

F. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

A. PURPOSE. A performance bond or check may be required to guarantee performance.

B. BONDING COMPANY. Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

1. Awards Greater than \$500,000

A minimum rating in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$ 500,000.01 to \$ 2,500,000	None
\$ 2,500,000.01 to \$ 5,000,000	B + or NA-3
	No Minimum Class
\$ 5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. AMOUNT. When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami- Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Awards less than \$200,000 shall be exempt from performance security.

2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

D. RELEASE OF PERFORMANCE SECURITY. Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

VIII. SAMPLES. When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures:

A. All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

B. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

C. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: 786-275-0780

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the bid.

E. PAYMENT FOR SAMPLES. The Board will buy no samples and will assume no cost incidental thereto.

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

G. EVALUATION AND TEST RESULTS. If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

IX. SUBSTITUTIONS. Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through Procurement Management Services, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

X. 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 Board 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:

1. BID NUMBER AND/OR PURCHASE ORDER NUMBER
2. VENDOR'S NAME AND/OR TRADEMARK
3. NAME(S) OF ITEM(S) CONTAINED
4. ITEM NUMBER(S) WITH QUANTITY(IES)

XI. PURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

XII. RECYCLING REQUIREMENTS. Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XIII. ENVIRONMENTAL PRODUCTS. Miami-Dade County Public Schools encourages the use of environmentally safe products.

XIV. DELIVERY AND BILLING

A. DELIVERY. Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments - 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. RECEIVING INSPECTION AND TESTING. Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor, at no cost to the purchaser.

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

1. Purchase Order Number
2. Item Descriptions
3. Quantities and Units
4. Price Extensions
5. Total price of all items on invoice

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make directed payment to the bidder.

XV. NO GRATUITY POLICY. It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XVI. COMPLIANCE WITH FEDERAL REGULATIONS

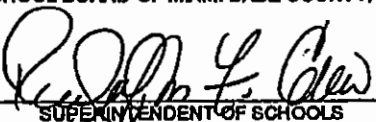
A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(1) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

B. For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


SUPERINTENDENT OF SCHOOLS

Vendor Information Sheet



1A. _____
Federal Employer Identification Number

Or _____
Owner's Social Security Number

1B. _____
Name of Firm, Individual(s), Partners or Corporation

_____ Street Address

_____ City State Zip Code

2. Telephone/Fax/Contact Person

_____ Telephone number

_____ Fax number

_____ Contact Person

_____ E-mail address

3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for the chief officer, director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. Post Office addresses are not acceptable.

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

NOTE: The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS. Vendor applications can be downloaded at: <http://procurement.dadeschools.net>

BID	002-EE08	BUYER D. Denson	PAGE
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SC 1

Musical Instruments and Related Equipment Catalog Discount

SPECIAL CONDITIONS

- PURPOSE:** The purpose of this bid is to establish a contract, at firm percentage discounts, to purchase musical instruments and related equipment. The term of the bid shall be for two (2) years from date of award, and may, by mutual agreement between Miami-Dade County Public Schools and the successful bidder(s), be extended for three (3) additional one (1) year periods and, if needed, ninety (90) days beyond the expiration date of the current contract period. Procurement Management Services, may, if considering extending, request a letter of intent to extend from the successful bidder(s), prior to the end of the current contract period. All percentage discounts shall remain firm for the full term of the contract. The successful bidder(s) agrees to this condition by signing its bid.
- TYPES OF CATALOGS:** This is a solicitation for bidders who provide Musical instruments and related equipment.
- CONE OF SILENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by Fax or E-mail to:

Ms. Donna Denson, Buyer
Procurement Management
Fax No. 305-523-3366
E-mail: ddenson@dadeschools.net

A copy of this written request must be sent simultaneously to:

Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
The Office of Superintendent of Schools
1450 N.E. 2nd Avenue, Room 268B
Miami, Florida 33132
Fax No. 305-995-1448
E-mail: martinez@dadeschools.net

BID	002-EE08	BUYER D. Denson	PAGE
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SC 2

Musical Instruments and Related Equipment Catalog Discount

SPECIAL CONDITIONS

4. **PRICES:** Prices shall be submitted in the form of a single firm-fixed percentage discount, to be deducted from the current preprinted catalog prices or an established price list, and shall include delivery to the ordering location. Bidders, who submit a bid showing multiple discounts on the Bid Proposal Form, or submit an alternate bid, will be ruled non-responsive. Vendors are free to offer greater discounts for individual transactions through the Request for Quotation (RFQ) process. Shipping shall be F.O.B. destination, and freight is pre-paid and allowed.
5. **AWARD:** Award of this contract will be made to the **3 (three)** highest responsive, responsible bidder(s) per manufacturer offering the best firm percentage discount off the current preprinted catalog or MSRP list.
6. **EXPENDITURES:** No guarantee is given or implied as to the total quantity or dollar value of this bid. M-DCPS is not obligated to place any order(s) with vendors participating in this bid. Order placement will be based on the needs and interest of M-DCPS. However, all M-DCPS locations will be urged to refer to catalogs and discounts of the successful bidders in an effort to fill their requirements, at the lowest net price.
7. **QUALITY OF SERVICE:** The successful bidder(s) must be prepared to furnish continual top quality service, by acknowledging receipt of all purchase orders received, communicating in a timely manner; making required corrections, adhering to lead times, resolving problems or issues, delivering products and services by the purchase order due date, and issuing Return Authorization (RA) tickets/invoices within five (5) days from the date a return is requested. Vendor's invoice(s) submitted to Accounts Payable should match the purchase order received and/or revised purchase order.

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Musical Instruments and Related Equipment Catalog Discount

SPECIAL CONDITIONS

8. **CATALOG/PRICE LIST:** Bidder must furnish, upon submittal of bid package, one copy of their current preprinted catalog or price list. Each catalog or price list shall have a label with the following information:

Bid Number Vendor Name Vendor Number (if available) % Discount Off Purchase Orders % Discount Off Credit Cards Contact Person/Phone Number/E-mail Term of the Bid (after a bid award)

When required, bidders must deliver its current catalog or price list to Miami-Dade County Public Schools locations, at no cost to Board. Under no circumstances will catalogs or price lists be accepted by our mailroom for distribution to the various Miami-Dade County Public Schools locations. A list of all Miami-Dade County Public Schools locations can be located on M-DCPS website at <http://www.dadeschools.net/>.

In addition to the catalog or preprinted price list, vendors may also submit price list on a 3.5 inch diskette or CD-Rom, or provide website information where pricing information is displayed.

Diskette or CD-Rom must be formatted as 1, 2, or 3 below:

1. "Word for Windows"
Paper size: 8-1/2" x 11"
Portrait or landscape acceptable
2. "Microsoft Excel"
Paper size: 8-1/2" x 11"
Portrait or landscape acceptable
3. "Adobe" Acrobat Reader"
Paper size: 8-1/2" x 11"
Portrait or landscape acceptable

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

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Price lists and revision text files will be required to be sent electronically using E-MAIL, and/or shipped by courier, to Buyer "H", Miami-Dade County Public Schools, 1450 NE 2nd Avenue, Room 352, Miami, Florida 33132 or E-mail ddenson@dadeschools.net

9. **INTERNET HOME PAGE:** It is the intent of Procurement Management Services to distribute contract and product information to users via the Internet, World Wide Web (WWW). The following components and activities will be required of each vendor when the service becomes available.

Each vendor should maintain a Home Page on the Internet, WWW. The Home Page must be built and maintained over the life of the contract, and should be compatible with the most recent version of browser software being used by M-DCPS. As of the writing of this bid, Microsoft, Internet Explorer, 5.5, is the minimum version and M-DCPS browser standard. Price lists for publication on the M-DCPS web page may not exceed ten (10) pages. Electronically submitted price lists must be sent in on of the following formats (i.e., "list.doc", " list.xls", or "list.pdf). It should also be sent as a single document (i.e., a single Word, Excel, or Adobe file). Do not send files with internal macros or links to other files. Any deviation from this standard will result in price list submissions not being posted to the Internet.

If available now, please list in the space provided on the Bid Proposal Form, the Universal Resource Locator (URL) for your Internet Home Page.

10. **DELIVERY:** The complete order, including backorders, must be delivered in accordance with the delivery date listed on the purchase order. All deliveries must be made within the time frame, to schools and departments. If a delivery cannot be made within the time frame, it is the responsibility of the vendor to contact the originating department, and advise them of the reason for the delay, and provide a new delivery date. Once the delivery status of an order becomes over due, M-DCPS reserves the right to cancel the order.

All vendors must offer inside delivery, (F.O.B. destination) to the various Miami-Dade County Public Schools locations within Miami-Dade County, Florida.

Backorder items should be clearly indicated on the packing list. M-DCPS schools, departments, and centers reserve the right to cancel backorders, and make the purchase with another supplier, once the item(s) delivery status becomes, as determined by the requesting location. Vendors will be notified of unwanted backorders.

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Musical Instruments and Related Equipment Catalog Discount

SPECIAL CONDITIONS

M-DCPS may not pay for any items cancelled on a vendors purchase order, that are past the delivery due date. If received, M-DCPS will contact the vendor for a Return Authorization (RA), and will not pay any re-stocking charge(s) or custom order charges. It is the responsibility of the vendor to contact the originating location to verify if the backorder item(s) are still needed, and also to monitor the due date of each purchase order.

11. **PICK UP:** Various schools, departments, and centers may pick up equipment and supplies from the successful bidder's place of business. Equipment and supplies that are picked up shall be priced in accordance with the discounted prices.
12. **STATE SALES TAX:** State sales tax shall not be applied to any item or service offered under this solicitation, including items that are picked up.
13. **CATALOG UPDATES:** The discount and terms and conditions of this bid shall remain firm throughout the contract period. If, during the contract period, the successful bidders issue new catalogs or price lists, such replacements should be forwarded to Miami-Dade County Public Schools, Procurement Management, Buyer H, 1450 N.E. 2nd Avenue, Room 352, Miami, Florida 33132, for approval. After the catalog or price list is approved, the successful vendor must deliver copies of the replacement catalog to all locations previously sent a catalog, at no cost to the Board. Failure to comply may subject the vendor to default.
14. **CREDIT CARD PURCHASES:** Schools or departments will place some orders, utilizing a district issued credit card as the form of payment. These orders will be made via phone or fax, and billing shall be made to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours), and eliminate the need to submit an invoice to M-DCPS Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders. Like purchase orders, receipt of credit card orders must also be acknowledged, by calling back the requesting work location to verify prices and charges, and obtain a credit card number.
15. Only items shipped/delivered can be charged to the credit card account (i.e., no backorders). All purchase deliveries must include a packing list or receipt/invoice, listing the items and prices of goods delivered.

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For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing list or receipt/invoice submitted as part of the purchase delivery. The district's work locations may request a vendor to maintain a secure record of their credit card account that can be used by assigning an alias or password, to avoid divulging the actual credit card number when purchase are made.

16. **REBATES AND SPECIAL PROMOTIONS:** The successful bidders shall pass to M-DCPS, all rebates and special promotions offered by manufacturers during the term of the contract. It shall be the responsibility of the vendor to notify the district of such rebates and/or special promotions during the contract period.

The new price(s) charged for rebate and promotional item(s) must be lower than prices available through the contract. It is understood that rebates and special promotions may be of limited duration by the vendor(s). At the end of such promotion, the standard contract price shall prevail.

17. **EXEMPTIONS FROM THIS BID:** Purchases may not include items available at lower prices on other M-DCPS bids, State of Florida contracts, and/or other state, local and political subdivision governmental contracts. M-DCPS reserves the right to bid or quote separately, any item(s) it deems to be in the best interest of the Board.

18. **RESTOCKING:** M-DCPS will not pay a restocking charge for items returned in new, unused and unopened condition, within thirty (30) days after time of delivery or pick up, and in accordance with Special Condition

19. **PACKING LISTS:** It will be the responsibility of the successful bidder to attach all packing lists to the outside of each shipment. For security reasons, the credit card numbers cannot be attached to the packing list or receipt/invoice submitted as part of the delivery. Packing lists must reference the Purchase Order Number. Failure to attach a packing list to the outside of the shipment may result in the refusal of the shipment.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

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SPECIAL CONDITIONS

20. **SUBMITTAL OF INVOICES:** All bidders are hereby notified that any invoices submitted as a result of an award, must be in the same format as the purchase order contract. Each invoiced item line number, item description, quantity, unit cost, total cost, etc., must reference; in order, the corresponding single line shown on the purchase order. Vendors shall not commingle different purchase orders information in the same invoice when billing. Invoices for purchase orders issued by Procurement Management Services shall be invoiced to the Accounts Payable Section, School Board of Miami-Dade County, Florida, P.O. Box 01-2570, Miami, Florida 33101. Invoices must show the purchase order number and the entire "ship to" address, exactly as it is shown on the purchase order.

Invoices that do not follow the same sequence as shown on the purchase order, may be returned to the vendor by the Accounts Payable Department, for correction. Continual submittal of incorrect invoices shall be cause for termination. Vendors shall be considered in default of the contract and shall lose eligibility to transact new business with business with the Board for a period of fourteen (14) months from the date of termination by the Board.

21. **UNAUTHORIZED SHIPMENT/SUBSTITUTION:** Unauthorized substitutions and shipments shall be grounds for termination. Vendors shall be considered in default of the contract and shall lose eligibility to transact new business with the Board for a period of fourteen (14) months from the date of termination by the Board.
22. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the vendor(s) not to be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net>.
23. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is required to be submitted with the Bid Proposal. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

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SPECIAL CONDITIONS

24. **WARRANTY:** The warranty for equipment, after delivery and acceptance by the school or department shall be for one year or manufacturer's warranty which ever is greater. All work, material and hardware shall be free from defects, and operationally sound during the entire warranty period. The vendor, at no cost to the Board shall correct all defective material, improper workmanship, and other substandard conditions documented by M-DCPS, within the warranty period. Failure to provide warranty service as defined above, may subject vendor to default.
25. **BID ADDENDUMS:** All bidders should monitor continuously, M-DCPS, Procurement and Materials Management website for any addendums that may be posted, prior to the opening of this solicitation. The Procurement and Materials Management website, which list all bids, addendums, and award information, is as follows:

<http://procurement.dadeschools>.

26. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.
1. Use of pencil is prohibited.
 2. Do not erase or use correction fluid to correct an error.
 3. All changes must be crossed out and initialed in ink.
- Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item.

The School Board of Miami-Dade County, Florida
 Bid #002-EE08
 Musical Instruments and Related Equipment, Catalog Discount

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid # 002-EE08
Title: Musical Instruments and Related Equipment, Catalog Discount
Buyer: D. Denson

PLEASE COMPLETE ALL SHADED AREAS

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	PERCENTAGE (%) DISCOUNT (-)	NAME, NUMBER AND EFFECTIVE DATES OF CURRENT CATALOG OR MSRP LIST	Universal Resource Locator (URL)
	VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR _____			
	Before completing any portion of this bid, each bidder should become completely familiar with all the terms and conditions of the bid. Each bid shall be completed fully, as indicated.			
	Please indicate the percentage (%) discount to be used with the current catalog or MSRP list for the brands listed below.			
1	Ainati			
2	Armstrong			
3	Bach			
4	Blessing			
5	Buffet			
6	Casio			
7	Emerson			
8	Engelhardt			
9	Fox			
10	Fender			
11	Gemeinhardt			
12	Haynes			

The School Board of Miami-Dade County, Florida
 Bid #002-EE08
 Musical Instruments and Related Equipment, Catalog Discount

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid # 002-EE08
Title: Musical Instruments and Related Equipment, Catalog Discount
Buyer: D. Denson

PLEASE COMPLETE ALL SHADED AREAS

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	PERCENTAGE (%) DISCOUNT (-)	NAME, NUMBER AND EFFECTIVE DATES OF CURRENT CATALOG OR MSRP LIST	Universal Resource Locator (URL)
13	Holton Farkas			
14	Humes and Berg			
15	International Strings			
16	Jupiter			
17	Kawai			
18	King			
19	Kohler & Campbell			
20	Korg			
21	Kurzweil			
22	Latin Percussion			
23	Leblanc			
24	Ludwig			
25	Musser			
26	Olds			
27	Pearl			
28	Premier			
29	Protector			
30	Roland (CK Division)			
31	Roland (MI Division)			
32	Sabian			

The School Board of Miami-Dade County, Florida
 Bid #002-EE08
 Musical Instruments and Related Equipment, Catalog Discount

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid # 002-EE08
Title: Musical Instruments and Related Equipment, Catalog Discount
Buyer: D. Denson

PLEASE COMPLETE ALL SHADED AREAS

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	PERCENTAGE (%) DISCOUNT (-)	NAME, NUMBER AND EFFECTIVE DATES OF CURRENT CATALOG OR MSRP LIST	Universal Resource Locator (URL)
33	Selmer			
34	Schreiber			
35	Technics			
36	Vito			
37	Wenger			
38	Winston			
39	Yamaha (Pro-Audio Division)			
40	Yamaha (Band-Orchestra Division)			
41	Yamaha (Electronics Division)			
42	Yamaha (Piano Division)			