



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

BIDDER QUALIFICATION FORM

BID NO. 013-JJ05

BID TITLE Science Equipment & Supplies

Direct all inquiries to Procurement Management Services.

BUYER NAME:

Gladys Forero-Beltran

E-MAIL ADDRESS: gfbeltranm@dadeschools.net

PHONE: (305) 995-1373

FAX NUMBER: 305-523-4990

TDD PHONE: (305) 995-2400

Bids will be accepted until 2:00 PM on July 7, 2009 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 Bids may not be withdrawn for 180 days after opening.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. BIDDER CERTIFICATION AND IDENTIFICATION

- A. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.
- 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.
- C. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics, and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13-3F-1.025)
- D. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

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. _____ **Fax No.** _____

E-mail Address _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules> all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOBBYISTS

Board rule 6Gx13-8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at <http://www2.dadeschools.net/schoolboard/rules/>.

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 and 2 of the bid.

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

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** 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. Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

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 posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the cancelled solicitation shall be 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. 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. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

D. Formal, written 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. 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.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

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

D. TERMINATION FOR CONVENIENCE

The Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

E. 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 Section VI. F.

F. 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. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

G. 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:

Contract Amount	Minimum Rating by A.M. Best
\$ 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. 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. 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 direct payment to the bidder. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

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 STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. 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.

XVII. COMPLIANCE WITH LAWS - Bidders shall comply with all federal, State of Florida and local laws applicable to it and the performance of its obligations under this bid.

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F- 1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board rules.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with

Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were 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 the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract by the Board.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIX. COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

XX. CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

XXI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

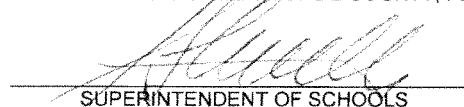
XXII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of M-DCPS to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

XXIII. ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to vendor, be assigned without the prior written agreement of Miami-Dade County Public Schools. If vendor attempts to make such an assignment, such attempt shall constitute a condition of default.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


SUPERINTENDENT OF SCHOOLS

FROM: _____

AFFIX
POSTAGE
HERE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT SERVICES
ROOM NO. 352 BID BOX
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

BID NO.: 013-JJ05
BID TITLE: Science Equipment & Supplies
BID OPENING DATE: July 7, 2009

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Procurement Management Services

NOTICE OF PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. **NO ENVELOPE IS NECESSARY.**

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

Our company does not handle this type of product/service.

We cannot meet the specifications nor provide an alternate equal product.

Our company is simply not interested in bidding at this time.

OTHER, (Please specify) _____

We do not want to be retained on your mailing list for future bids for this type or product and/or service.

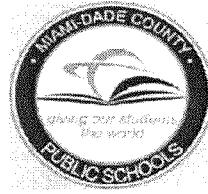
Signature _____

Title _____

Company _____

NOTE: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a *NO BID*.

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>

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 013-JJ05	BUYER Gladys Forero-Beltran	PAGE SC 1
TITLE SCIENCE EQUIPMENT AND SUPPLIES		

SPECIAL CONDITIONS

1 – PURPOSE

The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated quantities of SCIENCE EQUIPMENT AND SUPPLIES, as may be required, for use in classrooms and various locations of Miami-Dade County Public Schools. (M-DCPS). The term of the bid shall be for two (2) years from the date of award, and may, by mutual agreement between Miami-Dade County Public Schools and the awardee(s), be extended for three (3) additional one (1) year periods, and if needed, another ninety (90) days beyond the expiration date of the current contract period. Procurement Management Services, may, if considering extending the contract, request a letter of intent to extend from each awardee prior to the end of the current contract period. The awardee(s) will be notified when the recommendation has been acted upon. The successful vendor(s) agrees to these conditions by signing its bid.

2 – AWARD

Award of this bid may be made to a primary and alternate responsive, responsible bidder, offering the lowest price for each item or Group of items. If the primary awardee fails to perform under the terms and conditions of the contract, the alternate awardee will be contacted. **The following groups shall be awarded as a total low, per Group, to the lowest responsive, responsible bidder(s) meeting specifications: Groups I through V. Group VI, items 31 through 37, will be awarded on an individual basis and items 38 and 39 will be awarded to the vendor offering the highest percentage (%) discount off pre-printed catalog or price lists(s). Balance of line items, item 40, will be awarded only to those vendor(s) receiving a primary and/or alternate award. Offered discounts must be so indicated in the space provided on the Bid Proposal Form (Format B). The Board reserves the right to reject any and all bids.**

3 – PRICING

Prices shall be firm and fixed during the term of the contract for items 1 through 37.

4 - NON-EXCLUSIVITY

M-DCPS reserves the right to procure the items herein described in any manner it sees fit, including, but not limited to, awarding of other contracts, and use of contracts awarded by The State of Florida, any county or municipality, or authorized contract, whichever is considered to be in the best interest of the Board.

5 – ESTIMATED QUANTITIES AND EXPENDITURES

The estimated quantities provided in the Bid Proposal are for bidder(s) guidance only. No guarantee is expressed or implied as to the total quantity or dollar value of this bid. Estimates are based upon actual needs and usage during a previous contractual period, and include an additional ten percent (10%) to cover unanticipated increases in requirements. Procurement Management Services reserves the right to purchase any quantity, be it the complete total quantity, a quantity of one each, or any derivative thereof, whichever is in the best interest of the District.

6 – BID ITEM SPECIFICATIONS / EQUAL PRODUCTS

If an item is to be considered as an equal to the specified item, complete and technical specifications along with illustrative materials providing the manufacturer's name, brand name, and model number of the item are to be submitted with the completed bid package. Non-compliance with this condition may cause the item not to be considered for award. The use of a manufacturer's brand name and model number are used in this specification for the purpose of establishing a minimum acceptable required level of quality, standards of performance and design

MIAMI-DADE COUNTY PUBLIC SCHOOLS

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SPECIAL CONDITIONS (Continued)

required for the item. **An equal product may be bid for all items.** In the event that case packaging differs on any equal product being offered, bidder(s) must indicate case packaging variation(s) in the space provided. Samples of the products bid, as equal, **may be required for bid evaluation, and if so, will be requested by Buyer, in writing, after bid opening,** to be delivered at **no cost** to M-DCPS within ten (7) business days to the following address:

Materials Testing and Evaluation Department
7040 West Flagler Street
Miami, Florida 33144
Telephone (786) 275-0775

Undelivered or late samples may be considered non-responsive and may not be considered for award. All bid samples submitted for testing to the Materials Testing & Evaluation Department (MT&E) should be identified with the following: bid number, bid item number, vendor's name, vendor's product number, manufacturer's name, manufacturer's brand name and manufacturer's product number. **(See Label sample below).** The corresponding complete technical specifications along with illustrative materials and/or Materials Safety Data Sheets should also be submitted to M T & E. Non-compliance with these conditions may cause the item not to be considered for award.

LABEL FOR EACH SAMPLE SUBMITTED	
Science Equipment and Supplies	
M-DCPS BID NUMBER:	013-JJ05
BID ITEM NUMBER:	
VENDOR/BIDDER'S NAME:	
VENDOR/BIDDER'S PRODUCT NUMBER:	
MANUFACTURER'S NAME:	
MANUFACTURER'S BRAND NAME:	
MANUFACTURER'S PRODUCT NUMBER:	

7 – CREDIT CARDS

Individual schools or departments may place some orders and utilize, as the form of payment, a District-issued credit card or petty cash, to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing 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), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged

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BID PROPOSAL FORM (FORMAT A)

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TITLE SCIENCE EQUIPMENT AND SUPPLIES		

SPECIAL CONDITIONS (Continued)

to the credit card account (i.e., **no back-orders**). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account by assigning an alias or password, to avoid divulging the actual card number upon every purchase.

8 – REBATES and SPECIAL PROMOTIONS

It shall be the responsibility of the successful vendor(s) to notify the District about and to pass on all rebates and special promotions offered by the manufacturer(s). Vendors may offer additional special promotions and price discounts during the term of the contract to M-DCPS, provided that the new price(s) charged for the item(s) is/are lower than what would otherwise be available through the contract. It is understood that these special promotions may be of limited duration by the vendor(s). At the end of such promotion, the standard contract price shall prevail.

9 – ACCEPTABLE PRODUCTS AND EQUIPMENT/DISCONTINUED ITEMS

Bid shall be for new supplies and equipment only, manufactured for domestic sales in the United States. Remanufactured, rebuilt, reconditioned, newly remanufactured, used, shopworn, demonstrator, previously marketed or prototype items are unacceptable, although it is understood by M-DCPS that manufacturer(s) may modify product line(s) during the term of this contract. Awarded vendor(s) shall notify Procurement Management Services in writing, at least thirty (30) days prior to the effective discontinuation or product change date. Such written notification from awarded vendor(s) should describe the product modification and specifications, and request the District's authorization to deliver the modified item in lieu of that item which was originally ordered. M-DCPS reserves the right to reject a suggested substitution and require vendor(s) to re-submit another item supplied by the same manufacturer for substitution. If any awarded vendor(s) substitutes without the requisite written authorization from the Buyer at Procurement Management Services, the vendor(s) may be in default and lose eligibility to conduct business with the School Board, pursuant to the Instructions To Bidders, Section VI.E.

10 - WARRANTY

The warranty for equipment, after delivery and acceptance by a school or ordering location, shall be for one (1) year or manufacturer's warranty, whichever is greater. The successful vendor will be responsible for repairing each unit during the warranty period, at no cost to M-DCPS. Vendor agrees to repair and return equipment within five (5) business days from receipt of request or provide an immediate replacement.

11 – DEFAULT/ UNAUTHORIZED SHIPMENT/SUBSTITUTION

The supplier(s) shall inform the Buyer of any problems or delays in providing the awarded item(s) as required. The School Board shall consider repetitive non-deliveries, late deliveries, and/or deliveries of products not meeting specifications, to be in default of contract. Unauthorized substitutions and shipments could be grounds for termination. Vendors may be considered in default of the contract and may lose eligibility to transact new business with the Board for a period of fourteen (14) months from the date of termination by the Board, as defined in Instructions to Bidders, Section VI.E.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

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TITLE		
SCIENCE EQUIPMENT AND SUPPLIES		

SPECIAL CONDITIONS (Continued)

12 – SHOPPING CART

Awarded product may be posted on the District's website and/or Shopping Cart. Awardees will be requested, upon notification, to supply electronically, in a format to be determined by M-DCPS, information that may include thumbnails, full size pictures, and descriptive text. The requested information may be used to populate the shopping cart, for items awarded, with sufficient information and descriptive detail to allow for easy use and item selection, for the District's end users. It is the intent of the District to utilize the Shopping Cart as the procurement method. Schools and other ordering locations will be requested to utilize the items as specified and posted to this site.

13 - BACKORDERS

Vendor(s) will be required to notify M-DCPS in writing whenever an item will be backordered. Notice, in the form of a letter from the manufacturer, shall state the reason(s) for the backorder and the expected delivery date. Material(s) backordered should be clearly indicated on the packing slip, and it is the responsibility of the vendor to contact the originating location to verify whether the backordered items are still required. Schools, departments, and centers reserve the right to cancel backorders, at any time, and to purchase from another vendor. **No backorders are permitted on orders placed utilizing District credit card.**

14 – DELIVERY

Prices quoted shall include all charges for packing, handling, freight, distribution, and inside delivery. All vendors must offer inside delivery (F.O.B. destination), to the location as indicated on the Purchase Orders, except in the case of shipment(s) of hazardous chemicals and live materials. (See Bid Proposal). Deliveries shall be completed thirty (30) days after receipt of an authorized and signed purchase order. Balances shall be shipped no later than forty-five (45) days after receipt of purchase order. For all orders, a complete packing slip or delivery ticket must accompany shipment to destination, and should include, the following information: Purchase Order number, complete listing of items being delivered, backorder quantities, estimated delivery date of backorder, if available. Timely, complete delivery will be an important factor in evaluating vendor performance for the award of future contracts. **All orders placed prior to the expiration of the bid and accepted by the successful vendor(s) will be invoiced at the bid unit price(s) although deliveries may be made after the expiration of the contract.**

15 – RESTOCKING

M-DCPS will not pay a restocking charge for items returned in new, unused condition within thirty (30) days after delivery.

16 – DAMAGED GOODS

Awardees shall be responsible for filing, processing and collecting damage claims against the shipper. The awardee(s) shall also be responsible for implementing an immediate replacement shipment of damaged materials.

17 – BALANCE OF LINE ITEMS

Balance of line items will be awarded only to those vendor(s) receiving an award as a primary and/or alternate vendor. To be considered responsive, each bidder must offer a firm, fixed percentage discount, inclusive of delivery charges, **OFF PRE-PRINTED CATALOG OR PRICE LIST(S)**, which shall be firm for the entire term of the

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SPECIAL CONDITIONS (Continued)

contract. **Zero (0) discounts will not be accepted.** Discounted prices shall include inside delivery. Bidders are cautioned to consider this requirement when offering discounts on the Bid Proposal Form. Even though a manufacturer's or bidder's product listing and price(s) may change from time to time, the single percentage discount offered by the bidder must remain firm for the entire contract period. Offered discounts must be so indicated in the space provided on the Bid Proposal Form, or that particular bid item shall be tabulated as "non-responsive" or "No Bid". The Board reserves the right to reject any and all bids for excessive prices.

Awarded vendor(s) shall notify Procurement Management Services in writing, at least thirty (30) days prior to the effective discontinuation or product change date. M-DCPS reserves the right to accept or reject any substitute products and awarded vendor(s) may not ship these products without prior written authorization from Procurement Management Services.

The single, fixed percentage discount offered shall apply to the catalog/list price of all catalog items. If more than one catalog is submitted by a bidder, the single fixed percentage discount shall remain the same for all catalog items per catalog submitted.

18 - CATALOGS/PRICE LIST(S)

Bidder(s) shall furnish, with this bid, one copy of their current pre-printed Science Equipment and Supplies catalog(s) and price list(s) which will indicate all items bidder can furnish and the list prices to be used for each item. Failure to furnish catalog(s) and price list(s) as required or within 5 days of request, may result in disqualification of bid submitted. Any catalogs and price lists submitted for other than Science Equipment and Supplies will not be accepted.

All awardees shall deliver this same catalog(s) and price list(s) to all M-DCPS locations within Miami-Dade County, Florida, upon award and at no cost to M-DCPS. Under no circumstances will M-DCPS distribute catalog(s), price list(s) for awardee.

Each catalog and price list shall have a label on cover page with the following information, or the bid may be declared non-responsive:

CATALOG or PRICE LIST LABEL	
Science Equipment and Supplies	
M-DCPS Bid #:	Catalog Effective Period:
013-JJ05	
Vendor/Bidder's Name & M-DCPS#:	
Contact Person & Phone/FAX#:	
Discount Off Purchase Orders:	
Discount Off Credit Cards:	
Items Excluded:	

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 (Continued)

In the event that awardee issues replacements/updates to the catalog(s), a copy of replacement/updated catalog(s)/price list(s) are to be forwarded to M-DCPS Procurement Management Services at 1450 N.E. 2nd Avenue, Room 325, Miami, FL 33132, Attention Buyer "E" for approval. After the catalog is approved, the successful bidder(s) must deliver copies of the replacement catalog at no cost to all M-DCPS locations receiving previous catalogs. Failure of awardee(s) to furnish replacement/updated catalogs/price lists updates will result in all payments being based on last update received and increase will not be honored. For replacement/updates, also use a label on cover page with above information.

19 - LABORATORY CHEMICALS

Catalog or chemical safety supplemental materials to be made available to schools must contain (but not be limited to) 1) Chemical Handling; 2) Chemical disposal; 3) Chemical storage; 4) Chemical safety; 5) Chemical toxicity; 6) Shelf life; 7) Solubility; 8) Size and concentration. The decision of M-DCPS Materials Testing & Equipment Department and Science Department shall be final as to the validity of the Vendor's chemical labels.

20 – 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) to be ineligible for award of any new business with the Miami-Dade County Public Schools. Vendor applications and this bid package can be downloaded at <http://procurement.dadeschools.net>.

21 - VENDOR REPRESENTATIVE

Space is provided on the Bid Proposal Form for bidders to indicate contact information of a representative who may periodically visit the schools and departments and will be available to resolve occasional billing and delivery concerns.

22 – LOCAL BUSINESS TAX RECEIPT

Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet Miami-Dade County's Local Business 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 business or occupational tax and registration requirements. Bidders are requested to submit a copy of their current license with this Bid Proposal. In order to ensure that the Vendor and Bid Files are current, it is the Bidder's responsibility to submit to M-DCPS Procurement Management Services all valid and effective business licensure and future renewals. Non-compliance with this condition may be cause to consider this bid ineligible for award.

23 - BID ADDENDA/QUESTIONS AND ANSWERS

All bidders must continuously monitor the M-DCPS Procurement website for any addenda or Questions and Answers (Q & A) that may be posted prior to the opening of this solicitation. The Procurement website, which lists all bids, addenda, Q & A and award information, is as follows:

<http://procurement.dadeschools.net> (Click on Bid Solicitation.)

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 (Continued)

24 – SUBMITTAL OF CORRESPONDENCE

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 the Buyer, with a copy of the written request sent simultaneously to the Board Clerk:

Gladys Forero-Beltran, Buyer
Procurement Management Services
1450 N.E. 2nd Avenue, Room 365
Miami, Florida 33132
Fax: (305) 523-4990
E-mail: gforero-beltran@dadeschools.net

Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
1450 N.E. 2nd Avenue, Room 268B
Miami, Florida 33132
Fax: (305) 995-1448
E-mail: martinez@dadeschools.net

Questions concerning this solicitation are required to be submitted in writing no later than one week prior to bid opening date.

25 – ERASURES or CORRECTIONS

When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in (preferably blue) ink. Use of pencil is prohibited.

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

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).

26 - BIDDER'S RESPONSIBILITY

Before submitting their bid, each bidder is required to carefully examine the specifications on Bid Format (attached hereto), bid prices and extensions, insurance and licensing requirements, bid closing date and time to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Failure to do so on the part of the bidder will, in no way, relieve them of any of the obligations and responsibilities that are a part of this bid.

Each bidder is requested to submit two (2) copies of their bid, one original (which is to be completely filled out in accordance with #25 above) and one copy clearly marked COPY.

The School Board of Miami-Dade County, Florida
SCIENCE EQUIPMENT AND SUPPLIES
 Bid No.013-JJ05

PLEASE COMPLETE

ALL HIGHLIGHTED AREAS

BID PROPOSAL FORM (FORMAT B)

Type or print the complete

name of the bidder in this box:

Bid No. 013-JJ05

TITLE: SCIENCE EQUIPMENT & SUPPLIES

BUYER: Gladys Forero-Beltran

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT (UOM)	PRICE PER UNIT	IF OFFERING OTHER THAN APPROVED BRAND, SPECIFY MANUFACTURER & MODEL (Refer to Special Condition 6)
	WARRANTY: Please indicate warranty if greater than one (1) year for each item as it applies.				
	GROUP I: The following items will be awarded as a total low bid basis. Vendor must bid all items to be considered for award. Items 1 through 3				
1	MICROSCOPE , monocular, ultra lite cool light, fluorescent illumination system; with 4X, 10X, 40XR objectives; Stage: plain; Condenser: N.A. 0.65; Approved Brand: Swift #M3501DF, Fisher Scientific S19617-5 or Equal	404	EA		
2	MICROSCOPE , stereo, ultra lite illumination; with 1X, 3X objectives; W10XD, 23mm; illuminator: Incident - 6V, 20W Halogen with dimmer switch. Approved Brand: Swift #SM95-SM90HF, Fisher Scientific S95265B or Equal	143	EA		
3	MICROSCOPE , stereo, ultra lite illumination; with 1X, 2X objectives; W10XD, 23mm; illuminator: Incident - 6V, 20W Halogen with dimmer switch Approved Brand: Swift #SM91-SM90HF, Fisher Scientific S95265A or Equal	147	EA		
	GROUP II: The following items will be awarded as a total low bid basis. Vendor must bid both items to be awarded. Items 4 and 5				
4	MICROSCOPE - Research Digital Microscope, 2.0 megapixel, 1,600 x 1,280-resolution, true-color images with this research-grade digital microscope. Comes with advanced software features such as a live scale-bar that make it easy to create images for reports and evaluations. Binocular head and 10x, 18-mm widefield eyepieces with diaphrag compensation, full set 4x, 10x, 40x, and 100x achromatic super contrast (ASC) objectives, built-in mechanical stage with coaxial controls, coaxial coarse- and-fine-focus controls with coarse tension adjustment, 1.25 N.A. Abbe condenser (focusable) with filter holder and iris diaphragm, 12-V, 20-W halogen illumination with intensity control, size 15"H x 7"W x 9"; Includes Motic Images Plus software for Windows 2000, XP, and Macintosh OS X. Approved Brand: Wolfe DigiVu/Carolina Biological #591300 or equal	4	EA		
5	MICROSCOPE - Computer stereomicroscope, 2.0 megapixel, built in, high-resolution camera connects to computer via USB 2.0, binocular head with 10x, 20-mm widefield eyepieces and ioptic compensation, zoom body with 1:4 ratio for 10x to 40x variable magnification, incident and transmitted halogen illumination with intensity control, pole stand easily accommodates bulky specimens, size 12"H x 8 1/2"W x 9" D. Motic Images Plus 2.0 ML software for Windows XP, Windows Vista and Macintosh OS X is included. Approved Brand: Wolfe DigiVu CM Carolina Biological #592016 or equal	7	EA		
	GROUP III: The following items will be awarded on a total low bid basis. Vendor must bid all items in Group to be awarded. Items 6 through 20.				
6	CHART - PERIODIC TABLE , Each element displays IUPAC name, symbol, atomic weight, oxidation states; density, boiling and melting points, number of naturally occurring radioactive isotopes and pertinent information for the most abundant radioactive isotope. Identifies elements as noble gases, nonmetals and various metals classes, indication of physical state at atmospheric pressure and temperature by the color of the elements symbol, separate presentation of important physical constants, table indicates the color various elements give off when heated in the flame of a Bunsen burner, Chart without roller. Approx. Size: 42"W x 58"L" Approved Brands: Print Lab # LL1015, Fisher Science #S45525 or equal	17	EA		
7	CHART - ASTRONOMY/SOLAR SYSTEM , Colorful Complete Set: earth/sun and moon/complete solar system. Dimensions: 44" x 36", Earth's Annual Revolution Chart captures the earth's circuit around the sun; position on first day of each of the four (4) seasons; Solar and Lunar Eclipses Chart diagrams alignment of sun, moon and earth, Phases of the Moon Chart illustrates shifting of the illuminated and dark sides of the lunar surface during the 28 day circuit around the earth; Solar System I incorporates most recent Voyager flyby data w/three (3) dimensional view of solar system, showing relative sizes of each of the planets; Solar system chart displays orbits of the 9 planets and the asteroids around the sun, celestial bodies labeled in bold type, orbits are defined by elliptical graphics; special tables indicate planets in order of their distance from the sun. Complete set to be mounted on charthead tripod base. Approved Brands: Denoyer Geppert #1940-41, Fisher Science #S2401141 or equal	12	EA		

The School Board of Miami-Dade County, Florida
SCIENCE EQUIPMENT AND SUPPLIES
Bid No.013-JJ05

PLEASE COMPLETE

ALL HIGHLIGHTED AREAS

BID PROPOSAL FORM (FORMAT B)

Type or print the complete name of the bidder in this box: Bid No. 013-JJ05 TITLE: SCIENCE EQUIPMENT & SUPPLIES BUYER: Gladys Forero-Beltran					
ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT (UOM)	PRICE PER UNIT	IF OFFERING OTHER THAN APPROVED BRAND, SPECIFY MANUFACTURER & MODEL (Refer to Special Condition 6)
8	CHART - WEATHER SERIES , complete set of 6 (including Weather Map) with Charthead/Tripod. Dimensions: 44" x 36". Beginning by establishing the causes of the seasons, successive presentations explain the formation of clouds, precipitation, pressure and winds, weather fronts, and finally, Istudy in depth, a weather map translating symbols, satellite and color radar images. Approved Brand: Denoyer Geppert #1930-41, Fisher Science S2401041, or equal	16	EA		
9	CHART - ZOOLOGY SET , 21 Multi Colored Charts, Dimensions: 44" x 36" - complete series on charthead with tripod stand. Set includes: Animal Cell and Plant Cell, Protista, Coelentrates (Cnidaria), Flatworms and Roundworms, Earthworm, Crayfish, Grasshopper, Honeybee, Clam, Perch, Frog Development, Frog Anatomy, Bird Studies, Animal Mitosis, Animal Meiosis, Mendelian Heredity, Evolution of the Five Kingdoms, Concealing and Warning Adaptations, Symbiosis, Carbon, Oxyen and Nitrogen Cycles, and Two Kingdom Classification System. Approved Brand: Denoyer Geppert #1994-41, Fisher Science S23151-41, or equal	4	EA		
10	CHART - LIFE SCIENCE SERIES , complete biology chart series that surveys and highlights the divesity of life with more than 300 illustrations. Each set includes three topically related charts, fully labeled using nontechnical terms , printed in vibrant colors on tearproof, synthetic stock, dimensions of each chart: 36 x 44in. Approved Brand: Denoyer Geppert #1030-41, Fisher Scientific #S2305041 or Equal	8	EA		
11	MAP - WEATHER MAP/PLOTTING CHART , Double sided chart helps students record and forecast weather conditions, US map side includes major cities, weather forecast table and symbol explanation; world map side includes two climagraphs for comparing temperature and precipitation, set includes study guide, Approx. size: 44" L x 50" W Approved Brand: American Educational Products #462, Fisher Science #S45523 or Equal	51	EA		
12	MODEL - MAP PROJECTION , Has three (3) map projections: cylindrical, conical, and azimuthal; teaches students how to make a flat map from a spherical globe, why projections are used, and where distortions occur. Projections are writable. Model includes approx. 8" diameter globe, study guide and and three map projections. Approved Brand: American Educational Products #675, Fisher Science #S45065 or Equal	17	EA		
13	GLOBE - HYDROGRAPHIC RELIEF , Depicts undersea geography and geology; colors differentiate land and ocean areas; all continents, oceans, seas, currents, ridges, and basin are identified, sub-sea-level areas covered with clear plastic shell, outer surface is markable and washable, high impact plastic, cradle mounted, Approx. Dimensions: 11 3/4 in. diameter Approved Brand: American Educational Products #600, Fisher Science #S45163 or Equal.	47	EA		
14	PLANETARIUM - ORBITER , Model designed to show basic earth and moon motions; hand-operated gear-and-chain drive rotates the Earth on its axis, orients the axis in relation to the Sun, and revolves the Earth around the Sun, explain the cycles of day and night, the seasons, the phases of the moon, and many other astronomy concepts. Arm is approx 15", Sun is approx. 6" diameter, an approx. 4" geophysical Earth globe, a cratered moon, and a transparent hemisphere screen. Includes lesson plan. Approved Brand: American Educational Products #101, Fisher Science #S45169 or Equal	11	EA		
15	MODEL - EARTHWORM , Provides all the materials needed to study the structures and functions of the earthworm, vinyl earthworm model shows clitellum, complete segmentation and anus, and the entire internal system, with the first 20 segments cross sectioned lengthwise, grades 5-12. Activity set includes teacher-developed support materials featuring step-by step activity information, notebook with glossary, descriptive key card, colored overhead transparency, black-line master. Dimensions: 24"W x 18"H Approved Brand: American Educational Products #2756, Fisher Science #S17907F or Equal	12	EA		

The School Board of Miami-Dade County, Florida
SCIENCE EQUIPMENT AND SUPPLIES
 Bid No.013-JJ05

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BID PROPOSAL FORM (FORMAT B)

Type or print the complete
name of the bidder in this box:
Bid No. 013-JJ05
TITLE: SCIENCE EQUIPMENT & SUPPLIES
BUYER: Gladys Forero-Beltran

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT (UOM)	PRICE PER UNIT	IF OFFERING OTHER THAN APPROVED BRAND, SPECIFY MANUFACTURER & MODEL (Refer to Special Condition 6)
16	MODEL - GRASSHOPPER - Activity Set, anatomical and cellular model, vinyl, 3-D, with cutaway section of internal organs, inset shows mouth parts, partly spread-out wings to show structure, markable. Includes black-line master, glossary and key, two overhead transparencies, instructions, durable binder and activity guide developed by teachers. Approx. Dimensions: 18.4 x 24.4 in. Approved Brand: American Educational Products #2753, Fisher Science #S17128 or Equal	12	EA		
17	MODEL - SOLAR SYSTEM , Copernican, Base supports a 6 in. diameter sun surrounded by nine planets, the outermost of which is 16.5 in. from the sun, learn to identify the planets as well as their sizes, distances, and the speeds at which they travel, colorful 3-D model provides graphic evidence of Coepmnicu's thery; includes illustrated manual. Approved Brand: American Educational Products #200, Fisher Science #S45193 or Equal	14	EA		
18	MODEL - ANIMAL CELL - colored plastic organelles are translucent and transparent, gives model depth and appearance of living matter; depicts 21 organelles and inclusions, tangential cut showing endoplasmic reticulum, mitochondria, and vacoule in three dimensions. Dimensions: 10.8 x 16.8 in. Approved Brand: Science Source #B-102, Fisher Science #S17129ND or Equal	5	EA		
19	MODEL - CRAYFISH , Activity Set, anatomical and cellular models with inset diagram detailed gill structure, 18.4 x 24.4 in. keyed model of crayfish. Includes instructional materials, full-color overhead transparency, black-line master and student activities.. Approved Brand: American Educational Products #2752, Fisher Science #S171282, or Equal	12	EA		
20	GYROSCOPE , Single Form - Illustrates the principle of the gyroscope and rotational inertia. Mounted in heavy wire frame; 2.2 in. diameter, cast metal construction, held by support base with socket at top end, comes with a starting cord. Approved Brand: American Educational Products #7-795, Fisher Science #S40959 or Equal	97	EA		
GROUP IV: The following items will be awarded on a total low bid basis. Vendor must bid all items in Group to be awarded. Items 21 through 24.					
21	MODEL - HUMAN TORSO AND HEAD , (Sexless) Life size, Dissectible into 13 parts. The lungs (2 parts), heart (2 parts), liver, stomach, frontal portion of the kidney, one-half of the bladder, and the intestines are removable. Approx. Size: 38 x 25 x 87 cm. on base. Approved Brand: Carolina Biological #56-6610 or Equal	7	EA		
22	MODEL, DNA - Molecular model enlarged 100 million times, fast and easy assembly with Pop-It bead construction, shipped unassembled and unpainted w/chrome-like stand and stained mahogany base, includes paints, brush, color key, painting instructions. Approx. Dimensions: 24 x 8 in. Approved Brand: T&S Educational Products, #9-102, Fisher Science #S25825 or Equal	18	EA		
23	MODEL, HUMAN DIGESTIVE SYSTEM , Life size - 5 part plastic reproduction of the alimentary tract, detachable, replicates the entire system from mouth to rectum; nasal passages, mouth, tongue, pharynx and larynx with vocal cords, and epiglottis displayed in median section, dissections of the stomach, duodenum, surface of the liver, gallbladder and colon in vivid detail. Includes answer key to the 39 hand-coded features. Approx. Size: 11 x 31 x 6 in. Approved Brand: Denoyer Geppert 0143-00, Fisher Science #S171592 or Equal	4	EA		
24	MODEL, HUMAN SKELETON , Life size, mounted on stand, models, anatomical and cellular,skeleton, adult human, durable, washable plastic material, natural cast from bones of adult male, detachable skull divisible into 3 parts. Approx. 70in. tall. Approved Brand: American 3B Scientific #A10, Fisher Science #S17133B or Equal	13	EA		

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ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT (UOM)	PRICE PER UNIT	IF OFFERING OTHER THAN APPROVED BRAND, SPECIFY MANUFACTURER & MODEL (Refer to Special Condition 6)
	GROUP V: The following items will be awarded on a total low bid basis. Vendor must bid all items in Group to be awarded. Items 25 through 30.				
25	BALANCE , Triple Beam, 610g capacity with 0.1g readability, Stainless Steel plate, precision-ground knife edges, self-aligning agate bearings, magnetic dampening minimizes oscillation, heavy zinc base, front beam: 10 x 0.1g, middle beam: 500 x 100g; rear beam: 100 x 10g; pan diameter 6 in. Approx. Dimensions: 18Lx 12Wx 9 in.H, FIVE-YEAR WARRANTY Approved Brands: Ohaus 750-S0, Fisher Science #S40020 or equal	198	EA		
26	BALANCE , top loading, capacity 200g; readability 0.01g; repeatability 0.01g; linearity + -0.01g; pan size 4.7" dia.; portable with optional USB or RS232 interface. Includes AC adapter. Approved Brand: Ohaus #SPE202 Electronic Scout Pro, Fisher Scientific S67074 or Equal	31	EA		
27	SHIELD , safety, curved, three sided, 30"high, 3/16 in. polycarbonate shield, heavy steel perimeter base coated with blue epoxy coating. Overall dimensions: 19 1/2W x 6 1/2D x 30in. H Approved Brand: Bel-Art Products #H24962, Fisher Science S51222 or Equal	17	EA		
28	SHIELD , safety, curved, three sided, 36"high, 3/16 in. polycarbonate shield, heavy steel perimeter base coated with blue epoxy coating. Overall dimensions: 19 1/2W x 6 1/2D x 36in. H Approved Brand: Bel-Art Products #H249640000, Fisher Scientific S51223 or Equal Approved Brand: Bel-Art Products #H249640000, Fisher Science S51223 or Equal	3	EA		
29	HOTPLATE , high-visibility glass ceramic top, surface area: 4 X 5", temperature range: 25 to 550 deg. C. Includes Comprehensive instruction manual. Compliance: Meet UL, CUL, IEC, 1010, CE/GS standards. Approved Brand: Corning #6795-200, Fisher Science S50442HP or Equal	106	EA		
30	STIRRER/HOTPLATE , high-visibility glass ceramic top, surface area: 4 X 5", temperature range 25 to 550 deg. C; stirring range: 60 to 1100rpm, long-life motor, microprocessor automatically adjusts motor strength to any solution. Includes Comprehensive instruction manual. Compliance: Meet UL, CUL, IEC 1010, CE/GS standards. Approved Brand: Corning #6795-220, Fisher Science S50446HP or Equal	75	EA		
	GROUP VI: The following items will be awarded on an individual item basis. Items 31 through 35.				
31	ELECTROPHORESIS , Equipment Package, Package contains enough equipment for electrophoresis of 12 gels at one time. The laboratory manual, should give complete instructions on molecular techniques. Package includes: 3 power supplies, 6 gel electrophoresis chamber sets, disposable micropipets set, mini-pro light source and DNA Science: A First Course Approved Brand: Carolina Biological #213620 or equal	4	EA		
32	STERILIZER , Portable Steam Pressure, Non-electric, requires heat source, cast aluminum alloy construction, designed with metal-to-metal seal to eliminate rubber gaskets and clamping locks to prevent removal of cover while pressure is present; equipped with pressure gauge and pressure control valve. Capacity: 25 qt. Approved Brand: Carolina Biological #701696 or equal	11	EA		
33	LIGHT BOX & OPTICAL SET - Includes illustrated experiment manual details 36 experiments perform in classroom; comes complete all accessories for investigations. Built-in adjustable collimating lens, single or multiple light rays, die-cast ventilated lamp housing, open front with finned sides to dissipate heat, four (4) apertures, two side apertures fitted mirrors, produces divergent, parallel or convergent rays for color mixing lenses, prisms and mirrors are provided with handles to keep fingerprints off the optical faces light box will operate from any 12V, 3A, AC, or DC power supply; power supply not included. Approved Brand: Industrial Equipment & Control #HL2060-001, Fisher Science #S42208	66	EA		

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34	RIPPLE TANK - Distortion-free, optically clear plate glass bottom/measures 18 in. one side, perimeter of tank molded-heavy gauge styrene w/rigid internal frame, adjustable hardwood legs w/screw adj. feet, foam beaches form perimeter of tank and dampen reflections, removable legs and vertical light support, ripple bar w/five (5) locations for point sources, 1.5VDC rippler motor w/adj. counterweight: 29-1/2" leads w/banana plugs, four (4) paraffin blocks, parabolic reflector, sheet of clear plate glass (8 x 8 in.) large white plastic viewing screen, complete w/operating instructions. Complete Ripple Tank also includes high-power light source and two adjustable hand strobes. Approved Brand: Science Source #15430, Fisher Science #S520782 or Equal	106	EA		
35	ELECTROSTATICS SYSTEM - Basic , includes all components for quantitative investigation into basic electrostatics enabling students to study production of charges, charge transfer, charge distribution in electric fields, capacitors and the Q=CV relationship; open mesh Faraday Ice Pail. Includes the following items: basic electrometer, charge producers and proof plane, Faraday Ice Pail and shield, Conductive spheres, (13 cm), basic variable capacitor, electrostatics voltage source Approved Brand: Pasco Scientific ES-9080 or equal	5	EA		
36	AQUARIUM freshwater sets, 30 gallon, frameless glass tank; incandescent full hoods; feeding ring; filter; filter media; food; gravel; handbook; net; pump, scraper; siphon set; thermostat and thermometer. Approved Brand: Science Kit WW60214 M 08 or Equal	8	EA		
37	TERRARIA , Glass with Cover, Slant top, welded angle-steel unit, adjusted slanted front for ventilation, top glass and front removable and have ground edges to ensure safe handling, Approx. Dimensions: 20"H X 12"W X 18"D Approved Brand: American Educational Products #44310, Fisher Science #S18451MF or Equal.	21	EA		
38	Biology Laboratory Specimens will be awarded to the vendor offering the highest percentage discount off pre-printed catalog or price list(s). Please provide information below for item #38.				
	NAME OF CATALOG AND CATALOG YEAR FOR ITEM #38	Single Fixed % Discount (-)	Effective Dates	Exceptions	
		_____% Catalog/Price List			
		_____% Catalog/ Price List			
		_____% Catalog/ Price List			

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39	Laboratory chemicals will be awarded to the vendor offering the highest percentage discount off pre-printed catalog or price list(s). Please provide information below for item #39.												
	NAME OF CATALOG AND CATALOG YEAR FOR ITEM #39	Single Fixed % Discount(-)	Effective Dates Exceptions										
		_____% Catalog/ Price List											
		_____% Catalog/ Price List											
		_____% Catalog/ Price List											
40	<p>Will there be any hazardous material charge for shipment of certain chemicals: Check one: _____ Yes _____ No</p> <p>If yes, please list chemical(s) for which hazardous material charge will apply (type or print legibly):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>BALANCE OF LINE: Percentage discount off pre-printed catalog or price list(s) to awarded vendors as primary and/or alternate. Additional Shipping Charges for Hazardous and Live Materials are to be noted in the exception column. Freight and delivery charges for all other supplies and equipment should be factored into the % off list provided. No additional freight charges will be accepted on these items.</p>												
	NAME OF CATALOG	Single Fixed % Discount (-)	Effective Dates Exceptions										
		_____% Catalog/Price List											
		_____% Catalog/Price List											
		_____% Catalog/Price List											
		_____% Catalog/Price List											
		_____% Catalog/Price List											
		_____% Catalog/Price List											
<p>VENDOR REPRESENTATIVE INFORMATION (per Special Condition 21)</p> <p>Company Sales (Local) Representative: _____</p> <p>Street Address: _____</p> <p>City, State and Zip Code: _____</p> <p>Phone Numbers: _____</p> <p>Fax Number: _____</p> <p>Local/Toll-Free Phone Number: _____</p> <p>Universal Resource Locator (URL): _____</p> <p>E-Mail Address: _____</p>													
<p>Bidders Checklist:</p> <p style="text-align: center;"><i>Please circle Yes (Y) or No (N) as verification that each of these items are being submitted together with your bid proposal</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Catalogs/Price Sheets - One (1) each for Balance of line</td> <td style="text-align: center;">Y or N</td> </tr> <tr> <td>Local Business Tax Receipt - current</td> <td style="text-align: center;">Y or N</td> </tr> <tr> <td>Sales Representative Contact Information:</td> <td style="text-align: center;">Y or N</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>						Catalogs/Price Sheets - One (1) each for Balance of line	Y or N	Local Business Tax Receipt - current	Y or N	Sales Representative Contact Information:	Y or N		
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