

COMPLETE USING
TYPEWRITER
OR
BALL-POINT PEN
ONLY.

Direct all inquiries to the
Bureau of Procurement and
Materials Management.

BUYER NAMED:
Alicia B. Kalish
FAX: (305) 523-4990
Email: akalish@sbab.dade.k12.fl.us

BIDDER QUALIFICATION FORM

BID NO. 015-DD05 BID TITLE AUDIO VISUAL, TELEVISION, RADIO & MISCELLANEOUS STUDIO
BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON January 27, 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 BIDS MAY NOT BE WITHDRAWN FOR 180 DAYS AFTER OPENING.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. A. BIDDER CERTIFICATION AND IDENTIFICATION. (SEE INSTRUCTIONS TO BIDDERS, para. I. A.2.)

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 and its members, officers and employees.

III. PERFORMANCE SECURITY. Refer to INSTRUCTIONS TO BIDDERS, para I.A.1., and VI., and check (x) below:

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

Performance Bond _____ Check (Cashier's, Certified, or Equal) _____

PLEASE TYPE OR PRINT BELOW

LEGAL NAME OF VENDOR: _____
MAILING ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBER: _____ FAX # _____
BY: SIGNATURE (ORIGINAL): _____ DATE _____
OF AUTHORIZED REPRESENTATIVE
NAME (TYPED) : _____ TITLE _____
OF AUTHORIZED REPRESENTATIVE

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
\$ 5,000,000.01 to \$ 10,000,000	No Minimum Class
\$ 10,000,000.01 or more	A- Class IV
	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

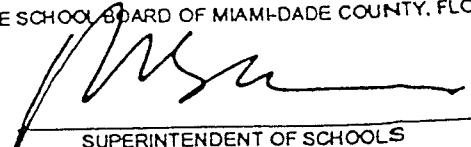
A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are 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

FORM6-1/98

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of Bid#015-DD05

INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (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, attorneys' 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 Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. **If the Vendor is not the installer of the equipment in question, then the Vendor must obtain evidence of the coverages referenced below from the Installer and submit evidence of such to the Office of Risk and Benefits Management.** Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- (a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- (b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
 Office of Risk and Benefits Management
 1500 Biscayne Boulevard, Suite 127
 Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries regarding these requirements should be directed to Ms. La-Chane Clark at 305- 995-7133.

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TITLE AUDIO VISUAL, TELEVISION, RADIO AND MISCELLANEOUS STUDIO EQUIPMENT		

SPECIAL TERMS AND CONDITIONS (CONTINUED)

6. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified on the Bid Summary Sheet is: a) **no longer available** and has been replaced with a new updated model and specifications, the bidder shall submit complete descriptive literature on the new model number; or, b) **incorrect**, the model number should be noted on the Bid Summary Sheet, in the space provided.

7. **REBATES AND SPECIAL PROMOTIONS:** The successful vendor(s) shall pass on all rebates and special promotions offered by the manufacturer during the term of the contract to M-DCPS. It shall be the responsibility of the vendor to notify the district of such rebates and/or special promotions during the contract period.

The vendor(s) to the district may offer special promotions provided that the new price charged for the item(s) is/are lower than that 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.

8. **AREA REPRESENTATIVE:** Bidder(s) is to indicate in the space provided, the name, address, and phone number of the vendor representative who may make periodic scheduled visits to the schools and departments and who will be available, upon request, to resolve billing and delivery problems.

9. **BID ITEM OFFERED:** If bidding other than the make and model number specified for the bid item on the Bid Summary Sheet, the complete make and model number of the item offered must be indicated in the space(s) provided on the Bid Summary Sheet(s). Failure to indicate a complete make and model number for the item offered in the space(s) provided on the Bid Summary Sheet(s) will/may represent that the vendor is bidding the make and model specified in the bid item

10. **MANUFACTURER'S CERTIFICATION:** Each Bidder must submit a letter from manufacturer clarifying that bidder is authorized to sell, service and warranty bid item offered WITH THE BID or upon request. Failure to submit the letter may result in disqualification of bid submitted.

11. **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 with any vendor 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 attempt to fill their requirements at the lowest net price.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

**BID PROPOSAL FORM (FORMAT A)
FLORIDA**

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY

BID 015-DD05	BUYER Alicia B. Kalish	PAGE SC 3
TITLE AUDIO VISUAL, TELEVISION, RADIO AND MISCELLANEOUS STUDIO EQUIPMENT		

SPECIAL TERMS AND CONDITIONS (CONTINUED)

12. **RESTOCKING:** M-DCPS will not pay a restocking charge for items returned in new, unused condition within thirty (30) days after time of delivery.
13. **PACKING SLIPS:** It will be the responsibility of the successful bidder to attach all packing slips to the outside of each shipment. For security reasons, the credit cards numbers cannot be attached to the packing slip, receipt, or bill of sales submitted as part of the delivery. Packing slips must reference the Purchase Order number. Failure to attach a packing slip to the outside of the shipment may result in the refusal of this shipment.
14. **CREDIT CARDS:** Some orders will be placed by individual schools or departments utilizing a district issued credit card or petty cash as the form of payment. 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) and 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 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.
15. **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.
16. **DISCONTINUED ITEMS:** Manufacturer of item awarded may modify its product line and may need to make substitution offerings to M-DCPS during the term of this contract. Awardee(s) is/are required to notify M-DCPS, in writing, and notification must be received by the Division of Procurement Management Services at least thirty (30) days prior to the effective discontinuation date, or within five (5) days after the awardee(s) is/are notified by manufacturer of the discontinuation of item(s). This written notification must also state the substitution item that is being offered by the manufacturer. Each specification of the substitute item must meet or exceed those specifications in the bid for the awarded item(s). Awardee is to submit complete descriptive literature; including schematics, operational and service manuals and parts listed on the replacement item(s). Failure to provide this information and the notification within the timeframe stated above may result in awardee to be in non-compliance of contract and may result in default of contract. M-DCPS reserves the right, during this thirty (30) day advance notice period, to continue to order the item scheduled for discontinuation with the requirement that all such orders are filled as originally placed prior to the substitution being offered to purchase the newer, submitted item. M-DCPS reserves the right to reject a substitution and require vendor(s) to re-submit another item supplied by the same manufacturer for substitution.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)
FLORIDA

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY

BID 015-DD05	BUYER Alicia B. Kalish	PAGE SC 4
TITLE AUDIO VISUAL, TELEVISION, RADIO AND MISCELLANEOUS STUDIO EQUIPMENT		

SPECIAL TERMS AND CONDITIONS (CONTINUED)

17. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under the 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 bidder(s) not to be awarded any new business. Vendor Applications can be downloaded at <http://procurement.dadeschools.net/>.
18. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade, 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 locations outside Miami-Dade County, Florida shall meet their local Occupational tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to submit a copy of a new license after expiration or termination of current license. Non-compliance with this condition may cause the bid not to be considered for award.
19. **BID ADDENDUMS:** All bidders must monitor continuously, the M-DCPS Procurement website, for any addendums that may be posted, prior to the opening of this solicitation. The procurement website, which lists all bids, addendums, and award information, is as follows: <http://procurement.dadeschools.net> *Click on Bid Solicitation.*
20. **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:
Alicia B. Kalish, Buyer
Procurement Management
Fax #305-523-4990
E-mail: akalish@sbab.dade.k12.fl.us

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

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

**BID PROPOSAL FORM (FORMAT A)
FLORIDA**

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY

BID <p style="text-align: center;">015-DD05</p>	BUYER <p style="text-align: center;">Alicia B. Kalish</p>	PAGE <p style="text-align: right;">SC 5</p>
TITLE <p style="text-align: center;">AUDIO VISUAL, TELEVISION, RADIO AND MISCELLANEOUS STUDIO EQUIPMENT</p>		

SPECIAL TERMS AND CONDITIONS (CONTINUED)

21. **ERASURES AND CORRECTIONS:** When filling out the Bid Proposal Form, bidders are requested to use a typewriter or complete the proposal in ink.
- a. Use of pencil is prohibited.
 - b. Do not erase or use correction fluid to correct error.
 - c. 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) and ineligible for award.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)
FLORIDA

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY

BID 015-DD05	BUYER Alicia B. Kalish	PAGE SC 1
TITLE AUDIO VISUAL, TELEVISION, RADIO AND MISCELLANEOUS STUDIO EQUIPMENT		

SPECIAL TERMS AND CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish contract, at firm unit prices, to purchase Audio Visual, Television, Radio, and Miscellaneous Studio Equipment for use by Miami-Dade County Public Schools (M-DCPS). 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.

2. **AWARD:** Group I, II, III, and IV of the bid will be awarded as a total low, per Group, to the lowest responsive and responsible bidder(s), meeting specifications. Group V of the bid will be awarded, on a line item basis, to the lowest responsive and responsible bidder(s), meeting specifications.

3. **WARRANTY:** The warranty for equipment, after delivery and acceptance by the school or department, shall be for one (1) year, including all parts and labor, 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 the Board. Vendor agrees to repair and return equipment within five (5) days from receipt of request or provide a temporary replacement. Warranty shall begin after installation or delivery and acceptance by M-DCPS representative at end user site.

 Bid items must have warranty and repair work performed by the manufacturer's authorized repair station using only original equipment manufacturer (OEM) certified parts when servicing equipment. A letter from the manufacturer that the repair station is authorized must be furnished with the bid or upon request. Failure to be authorized and to submit the required proof with the bid or within three (3) days of notification will result in disqualification of bid submitted.

4. **DELIVERY:** Delivery shall be completed no later than thirty (30) days after receipt of purchase order and balance shipped no later than forty-five (45) days after receipt of purchase order. All deliveries will be made to schools and departments as indicated on the purchase order. All vendors must offer inside delivery (F.O.B. destination) to the various Miami-Dade County Public School locations. Any delivery exceptions shall be noted on the Bid Proposal Form.

5. **BACKORDERS:** Vendor(s) will be required to notify M-DCPS when item will be backordered by the manufacturer. This notification must come in the form of a letter from the manufacturer stating the reason why item ordered is backordered and the expected day or arrival to the awardee(s). Material(s) backordered should be clearly indicated on the packing slip. Schools, departments, and centers reserve the right to cancel backorders, at any time, and purchase from another vendor. It is the responsibility of the vendor to contact the originating location to verify if they still want the backordered items.

Bid #015-DD05

Audio Visual, Television, Radio and
Miscellaneous Studio Equipment

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid: No. 015-DD05
Title: Audio Visual, Television, Radio and Miscellaneous Studio Equipment
Buyer: Alicia B. Kalish

PLEASE COMPLETE ALL INFORMATION BELOW:

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	COST EACH	MANUFACTURER AND MODEL NO.
	Before completing any portion of this bid, each bidder should be completely familiar with all the special conditions and specifications.			
	Group I (Items 1-5 Televisions); Group II (Items 6-7 Overhead Projector and Roll Attachment); Group III (Items 8-9 Breakout Panel) and Group IV (Items 10-14 Acoustic Wave System) will be awarded as a total low per group. Group V (Items 15 through 33) will be awarded on an individual line basis.			
	GROUP I			
	Items 1 through 5 to be awarded on a total low bid basis. Vendors must bid all items.			
	Commercial Grade Features: Lines of Resolution, Second Audio Program (SAP), Comb Filter, Volume Limiter, Spill Resistant Back, Mounting Base, Front Panel Lockout, Cloning Capabilities, Limited Function Remote, User Remote TV 1/TV2, Clone Programmer, UL Commercial Listing, 1 Year Part and Labor (or better), 2 Year picture Tube (or better) Please quote these RCA Models or other approved brands:			
	Monitor-Receivers, Commercial Brand			
1	RCA Model #J20435 - 20 inch or equal	50		
2	RCA Model #J25400 - 25 inch or equal	50		
3	RCA Model #J27435 - 27 inch or equal	2300		
4	RCA Model #J32435 - 32 inch or equal	50		
5	Installation of Televisions into existing brackets	1200		

Bid #015-DD05

**Audio Visual, Television, Radio and
Miscellaneous Studio Equipment**

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid: No. 015-DD05
Title: Audio Visual, Television, Radio and Miscellaneous Studio Equipment
Buyer: Alicia B. Kalish

PLEASE COMPLETE ALL INFORMATION BELOW:
NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	COST EACH	MANUFACTURER AND MODEL NO.
	Group II			
	Items 6 through 7 will be awarded on a total low basis. Items must be from same manufacturer and compatible. Vendors must bid all items.			
6	Overhead Projector: 2800+ lumen output. 3M 1880 or equal. Min order: 1 ea.	800		
7	Roll attachment for 3M model 1880 Overhead Projector with write on film roll. HA5771/AF4310 or equal. Min order: 1 ea.	800		
	Group III			
	Items 8 through 9 will be awarded on a total low basis. Items must be compatible. Vendors must bid all items.			
8	Audio breakout panel for RS12A,RS12AL. Adapts 37-pin connectors to terminal strips. Videotek ABP-12 or equal. Min. order: 1 ea.	35		
9	Vertical interval switcher, 12 x 1, with two audio channels and audio or video breakaway standard with RS-232/422 and GPI for user provided remote capability. Videotek RS 12A or equal. Min. order: 1 ea.	35		
	Group IV			
	Items 10 through 14 to be awarded on a total low bid basis. Item will be purchased as a package and must be compatible. Vendors must bid all items.			
10	Acoustic wave music system: Digital compact disk player, built-in am/fm tuner, automatic equalization biamplification, remote control, AW speaker system. Aux. inputs and outputs. Bose AW3 or equal. Min. order: 1 ea.	60		
11	Power pack - rechargeable battery, DC power cord and charger. Bose BAT or equal. Min. order: 1 ea.	60		

The School Board of Miami-Dade County, Florida

Bid #015-DD05

Audio Visual, Television, Radio and
Miscellaneous Studio Equipment

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid: No. 015-DD05
Title: Audio Visual, Television, Radio and Miscellaneous Studio Equipment
Buyer: Alicia B. Kalish

PLEASE COMPLETE ALL INFORMATION BELOW:

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	COST EACH	MANUFACTURER AND MODEL NO.
12	Power microphone for Bose System - preamplifier directional microphone with RCA connectors. Bose MIC or equal. Min. order: 1 ea.	60		
13	Power case for Bose System - carrying case with D-Cell battery compartment. Bose PC3 or equal. Min Order 1 ea.	60		
14	Pedestal for Bose System-decorative stand with external component inputs. Bose PEDII or equal. Min order: 1 ea.	60		
Group V				
Items 15 through 33 will be awarded on an individual item basis				
15	Digital Video Recorder (DVR) with 40 hrs. of record time on GB hard disk drive (HDD). RCA DRC7005N or equal. Min order: 1 ea.	60		
16	DVD Player; plays DVD, CD, CD-R/RW, VCD, DVD & RW, MP3 DVD+R/+RW/DVD-R1-RW, CD, CD-R/CD-RW, VCD, SVDC, WMA. RCA DRC230N or equal. Min. order: 1 ea.	75		
17	VCR/DVD combo machine, records VHS. RCA PRC6000N or equal. Min. order: 1 ea.	75		
18	Video cassette recorder, 1/2" VHS. RCA VR546 or equal. Min. order: 1 ea.	500		
19	Video receiver, 13", color, cable ready. RCA #B13320 or equal. Min. order: 1 ea.	50		
20	Public Address System Lectern AC/DC, on casters. Finish LT Oak or Walnut. Paso SL372, Oklahoma Sound 800x or equal. Min. order: 1 ea.	50		
21	Cassette Tape Recorder:heavy duty with microphone. Califone 5272/4805AV or equal. Min. order: 1 ea.	400		
22	Listening Center (8 position) with headsets. Califone 1218AVP-01 or equal. Min. order: 1 ea.	400		

Bid #015-DD05

**Audio Visual, Television, Radio and
Miscellaneous Studio Equipment**

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid: No. 015-DD05
Title: Audio Visual, Television, Radio and Miscellaneous Studio Equipment
Buyer: Alicia B. Kalish

**PLEASE COMPLETE
ALL INFORMATION BELOW:**

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	COST EACH	MANUFACTURER AND MODEL NO.
23	Projection system, portable: SVGA LCD computer/video compatible 1000 lumens. Infocus LP240, Proxima, DP2000S or equal. Min. order: 1 ea.	130		
24	Projection system, portable: XGA LCD computer video/compatible 1300 lumens. Infocus LP280, Proxima DP2000X or equal. Min. order: 1 ea.	130		
25	Projection system, portable: XGA, LCD computer/video compatible, 2500 lumens. Infocus LP650, Proxima DP6500X or equal. Min. order: 1 ea.	130		
26	Video Monitor: 9". Panasonic WVBM 990 or equal. Min. order: 1 ea.	75		
27	Rack Mount, Dual. Panasonic WWQ29 or equal. Min. order: 1 ea.	75		
28	Video monitor cluster, (3) 5" black/white. Panasonic WVB503M or equal. Min. order: 1 ea.	30		
29	Stereo console, mobile on casters to include a stereo system with turntable, CD player with five (5) CD changer, dual well cassette deck, AM/FM stereo receiver, and two complete three way (3-way) loudspeaker systems in enclosures (speakers must be removable). All equipment to be mounted in cabinet and interconnected, ready for use. Radio-Matic Master II Stereo Console or equal. Min order: 1 ea.	35		
30	Portable Stereo: CD/dual-cassette: top loading CD player, dual cassette deck, record from CD, cassette to cassette and radio. Includes full-featured remote control. Sony CFD-ZW755 or equal. Min. order: 1 ea.	100		
31	Boombox - CD/Radio/Cassette: CD-R/RW playback tape system, 4 track, 2 channel stereo cassette, speakers (4"), remote control. Sony CFD-S250 or equal. Min. order: 1 ea.	100		
32	Surge suppressor. TrippLite Smartpro 3000 RM4U or equal. Min. order: 1 ea.	65		
33	Video camera light kit, portable. Lowell-Light TO-97 or equal. Min order: 1 ea.	65		

Bid #015-DD05

**Audio Visual, Television, Radio and
Miscellaneous Studio Equipment**

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid: No. 015-DD05
Title: Audio Visual, Television, Radio and Miscellaneous Studio Equipment
Buyer: Alicia B. Kalish

**PLEASE COMPLETE
ALL INFORMATION BELOW:**

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	COST EACH	MANUFACTURER AND MODEL NO.
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Please provide the following information:

Company Representative: _____

Phone Number: _____

Fax Number: _____

Local/Toll-Free Phone Number: _____

Universal Resource Locator (URL): _____

E-Mail Address: _____

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>